

LEASE NO. GS-06P-LMO00347Global Lease
GSA FORM L100 (10/2019)

This Lease is made and entered into between

601 METROPOLITAN SQUARE LLC

(Lessor), whose principal place of business is 211 N BROADWAY, STE 1290, SAINT LOUIS, MO 63102-2748, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

One Metropolitan Square, 211 N. Broadway, Saint Louis, MO 63102-2711

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

20 Years, 15 Years Firm, with one 5-year firm term option

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

(b) (6)

Title: Manager & Sole Member

Entities: MET SQUARE MANAGER LLC
& GOTHAM RAMS MANAGER LLC

Date: 6/19/2020

FOR THE GOVERNMENT:

(b) (6)

Name: Michael Elson

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 6/23/2020

WITNESSED FOR THE LESSOR BY:

(b) (6)

Date: 6/19/2020

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016) MODIFIED

The Premises are described as follows:

A. Office and Related Space: **163,604** rentable square feet (RSF), yielding **144,782** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the partial **1st** and full **8th, 9th, 11th, 12th, and 39th** floors of the Building, as depicted on the floor plans attached hereto as Exhibit A. If there is an insufficient amount of ABOA SF, the **15th** floor shall act as spillover space at no additional cost to the Government.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **1.130002**. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) MODIFIED

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: One (1) structured/inside parking space, reserved for the exclusive use of the Government, shall be included in the rent and the Government shall be provided with three (3) structured/inside parking spaces, reserved for the exclusive use of the Government for the monthly rate of \$160.00. In addition, the Lessor shall provide fifteen (15) non-reserved parking permits to Government Employees at the current rate of \$125.00, subject to an annual escalation of 2.5% as depicted in the narrative attached hereto as Exhibit B.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2019)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM YEAR 1	FIRM TERM YEARS 2-3	FIRM TERM YEARS 4-5	FIRM TERM YEARS 6-10	FIRM TERM YEARS 11-15	NON-FIRM TERM YEARS 16-20
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$932,556.77	\$932,556.77	\$2,178,912.92	\$2,342,516.59	\$2,506,120.27	\$3,169,019.13
OPERATING COSTS ²	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)
TENANT IMPROVEMENTS RENT ³	\$ 0.00	\$ 0.00	\$ 383,469.79	\$ 383,469.79	\$ 383,469.79	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)
PARKING ⁵	\$ 5,760.00	\$ 5,760.00	\$ 5,760.00	\$ 5,760.00	\$ 5,760.00	\$ 5,760.00
TOTAL ANNUAL RENT	\$938,316.77	\$1,933,010.77	\$3,678,662.29	\$3,842,265.96	\$4,005,869.64	\$4,169,473.13

¹Shell rent calculation:

(Firm Term Years 1-3) **\$5.7000854** per RSF multiplied by the RSF stated under Paragraph 1.01.

(Firm Term Years 4-5) **\$13.3182130** per RSF multiplied by the RSF stated under Paragraph 1.01.

(Firm Term Years 6-10) **\$14.3182111** per RSF multiplied by the RSF stated under Paragraph 1.01.

(Firm Term Years 11-15) **\$15.3182090** per RSF multiplied by the RSF stated under Paragraph 1.01.

(Non-Firm Term Years 16-20) **\$19.3700590** per RSF multiplied by the RSF stated under Paragraph 1.01.

²Operating Costs rent calculation: (b) (4) multiplied by the RSF stated under Paragraph 1.01.

³Tenant Improvements of **\$5,752,044.08** are amortized at a rate of 0 percent per annum over 15 years.

⁴Building Specific Amortized Capital (BSAC) of (b) (4) are amortized at a rate of 0 percent per annum over 15 years.

⁵Parking costs described under sub-paragraph B below.

B. Parking shall be provided at a rate of **\$0.00** per parking space per month for 1 (structured/inside) parking space and **\$160.00** per parking space per month for 3 (structured/inside) parking spaces which shall be escalated annually at 2.5%.

C. The parties agree that Lessor shall provide free rent in the form of reduced rent during years one to three of the lease term as follows: (i) rent in year one shall not include operating costs and (ii) rent in years one, two and three shall not include any amount for amortized TI or BSAC (as set forth in schedule of rent as found in subparagraph A above). However, notwithstanding (i) above, the base operating cost, as found in Paragraph 1.14

of the Lease, shall be adjusted in accordance with Paragraph 2.09 of the Lease at the beginning of year two and included in the rent for year two of the lease term.

D. Intentionally Deleted.

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **144,782** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

H. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

I. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

K. For succeeding Leases with an incumbent Lessor where the Lease requires the Lessor to perform alterations using either the TIA or BSAC, the amortized tenant improvement rent and/or BSAC rent will not commence until the alterations are complete and accepted by the Government. Upon acceptance of these improvements, the Government will commence payment of the tenant improvement and/or BSAC rent as stipulated under the Lease, in addition to payment of the accrued tenant improvement and/or BSAC rent for the period of time where such rent was withheld (such accrued rent will not include any additional interest). Additionally, in the event the Government does not use all the TIA or BSAC, then the accrued amount will be adjusted in accordance with the provisions of the Lease (e.g., de-amortization).

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. **DTZ Americas, Inc. (doing business as Cushman and Wakefield, U.S., Inc.)** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is **(b) (4)** and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only **(b) (4)** of the Commission will be payable to **DTZ Americas, Inc. (doing business as Cushman and Wakefield, U.S., Inc.)** with the remaining **(b) (4)** which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment **\$78,193.06** minus prorated Commission Credit of **(b) (4)** adjusted 1st Month's Rent.*

Month 2 Rental Payment **\$78,193.06** minus prorated Commission Credit of **(b) (4)** adjusted 2nd Month's Rent.*

Month 3 Rental Payment **\$78,193.06** minus prorated Commission Credit of **(b) (4)** adjusted 3rd Month's Rent.*

Month 4 Rental Payment **\$78,193.06** minus prorated Commission Credit of **(b) (4)** adjusted 4th Month's Rent.*

Month 5 Rental Payment **\$78,193.06** minus prorated Commission Credit of **(b) (4)** adjusted 5th Month's Rent.*

Month 6 Rental Payment **\$78,193.06** minus prorated Commission Credit of **(b) (4)** adjusted 6th Month's Rent.*

Month 7 Rental Payment **\$78,193.06** minus prorated Commission Credit of **(b) (4)** adjusted 7th Month's Rent.*

Month 8 Rental Payment **\$78,193.06** minus prorated Commission Credit of **(b) (4)** adjusted 8th Month's Rent.*

Month 9 Rental Payment \$78,193.06 minus prorated Commission Credit of (b) (4) adjusted 9th Month's Rent.*

Month 10 Rental Payment \$78,193.06 minus prorated Commission Credit of (b) (4) adjusted 10th Month's Rent.*

Month 11 Rental Payment \$78,193.06 minus prorated Commission Credit of (b) (4) adjusted 11th Month's Rent.*

Month 12 Rental Payment \$78, 193.11 minus prorated Commission Credit of (b) (4) adjusted 12th Month's Rent.*

Month 13 Rental Payment \$161,084.23 minus prorated Commission Credit of (b) (4) adjusted 13th Month's Rent.*

Month 14 Rental Payment \$161,084.23 minus prorated Commission Credit of (b) (4) adjusted 14th Month's Rent.*

Month 15 Rental Payment \$161,084.23 minus prorated Commission Credit of (b) (4) adjusted 15th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (OCT 2016)

A. This Lease may be renewed at the option of the Government for a term of 5 YEARS at the following rental rate(s):

	OPTION TERM, YEARS 21 – 25	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$3,414,415.48	\$20.87
OPERATING COSTS	OPERATING COST BASE SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least 120 days before the end of the original Lease term or any extension thereof; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

B. INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2019)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLANS	7	A
PARKING NARRATIVE & PLANS	3	B
AGENCY REQUIREMENTS	1	C
USDA – FACILITY SIGNAGE GUIDE	11	D
(b) (7)(F)	11	E
SEISMIC FORM C, BUILDING RETROFIT	1	F
TIER 1 SEISMIC EVALUATION	46	G
GSA FORM 3517B GENERAL CLAUSES (REV 02/2020)	17	H

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$39.7290 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 0 percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the

TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) MODIFIED

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (% OF TI CONSTRUCTION COSTS AND CHANGE ORDERS)	7%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	5%

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is (b) (4). The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 0 percent.

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018)

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 15.71877531 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 163,604 RSF by the total Building space of 1,040,819 RSF. The tax parcel number is 0116 00 00150 19 1.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at RET.GSA.GOV.

1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be (b) (4) per RSF.

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.50 per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **\$85.00** per hour per floor

B. Intentionally Deleted.

1.17 ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)

This Lease provides for normal hours of operation as outlined under Lease Paragraph 6.01, Provision of Services, Access, and Normal Hours. In the event the Government requires the following normal hours of operations: [7:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal holidays], the rental rate and the base for operating cost adjustments will be reduced by **\$0.00** per ABOA SF, adjusted to include any CPI adjustment as outlined under Lease paragraph entitled Operating Costs Adjustment. This reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Lease expires or is terminated.

1.18 BUILDING IMPROVEMENTS (MAR 2016)

The Lessor shall complete the following additional Building improvements:

- A. Energy Star certification of 75 or higher within one year of occupancy.
- B. Completion of the Seismic Upgrades per Section 4.14 SEISMIC REQUIREMENTS a minimum of 30 calendar days prior to Substantial Completion.
- C. Completion of the following Fire Life Safety items per the Due Diligence Analysis by Code Consultants, Inc. dated February 10, 2020 with any changes requiring approval by the LCO:
 1. Development of a maintenance program for the smoke control (removal) system that should comply with 2018 International Fire Code, 909.20, which includes the following:
 - a. Create a written schedule for routine maintenance and operational testing.
 - b. Maintain records of smoke control system testing and maintenance.
 - c. Operational testing shall include all equipment such as initiating devices, fans, dampers, controls, doors and windows.
 - d. Dedicated smoke control systems should be tested semiannually.
 - e. Non-dedicated smoke control systems should be tested annually.
 - f. If components of the system are bypassed by a preprogrammed weekly test, such components should be tested semiannually.
 2. Properly seal beam penetrations at exit stair enclosures.
 3. If the existing fire sprinkler system(s) is significantly remodeled or replaced with a new system, seismic protection shall be provided on each Government occupied floor.
 4. If the existing fire sprinkler system(s) is significantly remodeled or replaced with a new system, all sprinklers throughout shall be Quick Response on each Government occupied floor.
 5. Correct any sprinkler spacing deficiencies on each Government occupied floor.
 6. Additional speaker and visual appliances will be required on the tenant offered floors (during the tenant fit-out condition) to ensure that all occupants have adequate notification.
 7. For the building's fire pumps:
 - a. Provide circulation relief valve on each pump.
 - b. Provide new packing around pump shafts and inspect for damage.
 - c. Remove cap from pressure relief valve discharge.
 8. The seismic bracing and secondary on-site water supply are considered existing non-conforming conditions. This same rule would also apply to the lack of a second water service for a high-rise, lack of second set of Fire Department Connections (FDCs) for high and low zones for high rise, and lack of a required dedicated fire pump room. As long as the existing water supply, fire pumps, FDCs, etc., are not being modified by this project, the existing non-conforming conditions may remain. If they are being modified then they will need to be brought up to the required IBC code requirements.
 9. For each occupied floor, the stair pressurization system shall be activated by both a sprinkler system activation as well as detection at the entrance to each stair enclosure.
 10. Correction of failed items from July 26, 2019 fire alarm inspection report.
 11. Provide provisions for any existing non-conformities due to IBC Section 403.5.2 Means of Egress and Evacuation due to the building being more than 420 feet high.

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

1.20 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: (b) (4)

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF - 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.




2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (OCT 2018)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

G. INTENTIONALLY DELETED

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real

Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within **10 working** days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011)~~ INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (OCT 2016) INTENTIONALLY DELETED

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. Unless waived by the LCO, the Lessor shall submit a reuse plan for leases 10,000 RSF or greater. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.04 CONSTRUCTION WASTE MANAGEMENT (OCT 2019)

A. For leases 10,000 RSF or greater, recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. SUBMITTAL REQUIREMENT: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.05 WOOD PRODUCTS (OCT 2019)

A. Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.

B. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

C. For leases 10,000 RSF or greater, new installations of wood products shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html). In addition, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

3.06 ADHESIVES AND SEALANTS (OCT 2019)

A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

B. For leases 10,000 RSF or greater, the Lessor is encouraged to use applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT) and <https://sftool.gov/greenprocurement/green-products/8/miscellaneous/1238/adhesives/0>.

3.07 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.10 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.11 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.13 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.14 ~~ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)~~ INTENTIONALLY DELETED

3.15 ELEVATORS (OCT 2016)

- A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.
- C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.16 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

3.17 ~~FLAGPOLE (SEP 2013)~~ INTENTIONALLY DELETED

3.18 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.19 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.20 CEILINGS (OCT 2019) MODIFIED

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings for office space shall be at a minimum 9' – 0" feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid. Ceilings for storage space shall be a minimum 12' – 0".

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels shall meet applicable, statutory environmentally preferable criteria related to biobased content as outlined under the Green Procurement Compilation at <https://sftool.gov/greenprocurement> and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1732/acoustical-ceiling-tiles/0?addon=False>.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

3.21 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.22 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.23 WINDOWS (APR 2011)

- A. Office Space shall have windows in each exterior bay unless waived by the LCO.
- B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.24 PARTITIONS: GENERAL (OCT 2019)

- A. Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO.
- B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False>.

3.25 PARTITIONS: PERMANENT (OCT 2019)

- A. Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.
- B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting the applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False>.

3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2019)

- A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.
- E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.
- F. For leases 10,000 RSF or greater, all insulation products shall meet applicable, statutory environmentally preferable criteria related to recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/1/construction-materials/22/building-insulation/0>.

3.27 WALL FINISHES – SHELL (SEP 2015)

- A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semi-gloss paint on remaining wall areas, or other finish approved by the Government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.28 PAINTING – SHELL (OCT 2019)

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.




C. For leases 10,000 RSF or greater, primer shall meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>.

3.29 FLOORS AND FLOOR LOAD (OCT 2019) MODIFIED

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 125 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.30 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.31 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.32 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.33 ELECTRICAL (OCT 2019)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room shall include: single-phase 120/240 volt or 3-phase 120/208 volt service for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase 120/208 volt service for leased spaces over 25,000 RSF. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.34 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) INTENTIONALLY DELETED~~

3.35 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.36 DRINKING FOUNTAINS (OCT 2018)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations.

The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.37 RESTROOMS (OCT 2016)

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.38 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2019)

For leases 10,000 RSF or greater, the specifications listed below apply:

1. New installations of plumbing fixtures,
 2. Replacement of existing plumbing fixtures, or
 3. Existing non-conforming fixtures where the Government occupies the full floor.
- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

3.39 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

- A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.
- B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.
- D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.
- F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).
- G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- H. INTENTIONALLY DELETED

3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

- A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
 2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
 3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
 4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
- C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.
- D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. **INTERIOR FIXTURES:** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. **LIGHTING LEVELS:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. **POWER DENSITY:**

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. **DAYLIGHTING CONTROLS:** If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. **OCCUPANCY/VACANCY SENSORS:** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. **BUILDING PERIMETER:**

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. **PARKING STRUCTURES:** The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. **PARKING SENSORS:** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.44 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. **Reverberation Control.** Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. **Ambient Noise Control.** Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. **Noise Isolation.** Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40

Offices: NIC 35

D. **Testing.** The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.45 SECURITY FOR NEW CONSTRUCTION (OCT 2019) INTENTIONALLY DELETED**3.46 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) INTENTIONALLY DELETED**

3.47 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015) INTENTIONALLY DELETED**3.48 GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016) INTENTIONALLY DELETED****3.49 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) INTENTIONALLY DELETED****3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2019)**

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.51 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.52 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.53 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)

A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance

activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties. GSA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.

C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

3.54 DESIGN EXCELLENCE – LEASE (OCT 2016) INTENTIONALLY DELETED

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017) MODIFIED

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Design Intent Drawing (DID) Workshop: In conjunction with the Government, the Lessor shall commit as part of shell costs to a 3-day DID workshop tentatively scheduled to begin **5 Working Days after the Lease has been transmitted for Lessor signature** at the office of the Lessor's architect or an alternate location agreed to by the Government. The architect will provide full design services so that the DIDs can be completed during this conference.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements where the Lessor has **20** working days to complete:

Level 1 (included in shell rent):

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

At the DID workshop, the Lessor shall provide a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. The finish options shall be approved by the Government at the DID workshop. The Lessor may not make any substitutions after the finish option is selected.

C. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease and the client agency build-out requirements as they apply to the Space. The Government will provide formal approval of DIDs in writing **10** Working Days from the conclusion of the DID workshop.

D. The Lessor's preparation and submission of construction documents (CDs):

The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than the following schedule:

- 15 Working days to complete 75% CDs
- 15 Working days to complete 90% CDs
- 10 Working days to complete 100% CDs

The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **5** Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs:

The Government shall have:

- 10 Working days to review the 75% CDs
- 10 Working days to review the 90% CDs
- 5 Working days to review the 100% CDs

The Lessor shall then proceed with preparing a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **15** Working Days following the end of the Government CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within **15** Working Days following the end of the Government CD review period.




H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **15** Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **140** Working days following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

4.05 GREEN LEASE SUBMITTALS (OCT 2019)

The Lessor shall submit to the LCO:

A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.

- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.
- C. For leases 10,000 RSF or greater, a re-use plan, if required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. If the Lessor is unable to comply with the environmentally preferable requirements stated throughout the Lease, he/she must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:
1. Product cannot be acquired competitively within a reasonable performance schedule.
 2. Product cannot be acquired that meets reasonable performance requirements.
 3. Product cannot be acquired at a reasonable price.
 4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: For leases 10,000 RSF or greater, prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 2. A description of how commissioning requirements will be met and confirmed.
- J. INTENTIONALLY DELETED
- K. INTENTIONALLY DELETED

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **10 Working Days** of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **10 Working Days** of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of **every two weeks**. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (OCT 2019)

Not later than **45** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 LIQUIDATED DAMAGES (JUN 2012)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages **one calendar day's rent** for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

4.14 SEISMIC RETROFIT MODIFIED

The Lessor hereby acknowledges that the lease contract is contingent upon compliance with the Seismic Safety Standards throughout the duration of the lease and compliance with the following seismic safety requirements.

A. MITIGATION OF NON-COMPLIANT SEISMIC ITEMS:

1. Lessor agrees to have the non-compliant seismic items brought into compliance with the intent of the seismic safety standards and all supporting documents & certifications provided to GSA a minimum of **30 calendar days** prior to the estimated tenant occupancy date. See seismic evaluation report, Exhibit F, submitted by the Lessor as part of the pre-award seismic certification documentation.
2. Seismically non-compliant items to be mitigated shall include all items determined to be non-compliant and all items indicated as unknown that are not verified and confirmed to be compliant.
3. All seismic mitigation work, material, design, labor, testing & inspection, design professional services & similar shall be performed at the Lessor's sole expense at no cost to the Government.
4. While GSA only requires a tier 1 seismic screening evaluation report for pre-award documentation; after award a tier 2 or tier 3 seismic evaluation may need to be performed during the design stage, where required in accordance with the ASCE-41 seismic evaluation & retrofit of existing building seismic standard requirements.

Likewise, a more detailed tier 2 or tier 3 seismic evaluation report must be provided to GSA for any items marked as "Unknown" in the initial tier 1 seismic evaluation report that are not going to be properly mitigated as result of the a more detailed Tier 2 or Tier 3 seismic evaluation report being performed that justifies an unknown item to be compliant.

5. The accuracy & completeness of the seismic evaluation report, submitted by the Lessor, is essential to seismic safety. The lease agreement is based on the submitted information being accurate & complete with appropriate due diligence & care for the preparation of the submitted information. The Lessor must address / mitigate any issues should any existing conditions or assumptions, used as a basis for the submitted Seismic Evaluation report, found to be incorrect at any point during the lease.

B. SEISMIC SAFETY GENERAL CONDITIONS:

1. The seismic level of performance of "*Life Safety*", as defined per the Seismic Safety Standards, must be maintained at all times during the course of the lease.
2. The Lessor agrees to provide all documentation & certifications to GSA in a timely manner during the course of tenant improvements, / renovations construction and at an appropriate point near significant completion, allowing enough time for GSA review, if needed, and any provide review comment, if necessary, for the Lessor to resolved / correct, if needed.
3. It is the Lessors responsibility to comply with all seismic requirements and submit all appropriate documents to GSA in a timely manner. The Government is not responsible for reminding the Lessor of deadlines & requirements indicated within this document. Any work, re-work, test, inspections, demolition, design, repairs & similar resulting from the Lessor not complying with these seismic requirements and/or where special inspections were not properly performed; will be at no cost to the Government.

C. BUILDING CODES, STANDARDS OF PRACTICE & INSPECTIONS:

In accordance with the Building Code and Standards of Practice:

1. All new construction, including all construction associated with any tenant improvement, repairs and seismic mitigation efforts must be in compliance with the International Building Code, latest edition, the governing local building codes, the Seismic Safety Standards, and ASCE 41.
2. All construction requiring the involvement of a design professional, (as outline in the building codes, rules & regulations, association standards of practice), must follow the signed & sealed instructions, drawings, & specifications that are prepared by the licensed & registered design professional. Any deviations from these construction documents must be approved in writing and signed/sealed prior to performing the work. A copy of all deviation must be provided to GSA prior to performing the work and must bear the structural engineer of record's seal & signature, with signature date.
3. Construction / repairs / retrofit work must be inspected & tested in accordance section 17 of the unaltered International Building Code (IBC), latest edition, and in accordance with appropriate ICC ESR Code reports. Where inspections are required per IBC and ICC ESR Code Reports; the Lessor (or their representative) shall employ one or more approved inspection/testing agencies to perform inspections/testing during construction.
4. The Lessor is responsible for complying with all state & local building codes, ordinance, permitting, fire & life safety requirements and submitting design & construction documents & similar to local building officials, Fire Marshall & similar local officials for review & permitting.

D. DOCUMENTATION & CERTIFICATION:

1. An electronic copy of all construction / repair / seismic mitigation work / renovations / Tenant Improvement (TI) documents, inspection / testing reports, construction administration documents (sketches, shop drawings, RFIs, submittals, etc...), structural observation reports and photos of as-built work performed must be provided to GSA at timely intervals' for GSA's records.
2. Once the Tenant Improvement (TI) / Build-out or new construction or renovation work is complete; The project structural engineer of record must observe all tenant improvements, new construction, renovation work & seismic non-compliant items mitigated and provide a signed & sealed letter certifying that all new construction and seismic mitigation work complies with both the ASCE 41 seismic standards. The seismic certification letter must include a summary narrative of conclusions & observations with supporting data attached, such as updated Seismic checklists, supporting calculations, if needed, and similar.
3. More than one structural observation / intermediate structural observations may be necessary in order to observe items that may not be accessible or observable at a later date. The structural engineer may reference & attach the specific special inspection reports that occurred during the course of construction, provided that the inspection requirements & inspections pertain directly to verifying compliance with the ASCE 41 seismic safety requirements and the inspection requirements used to verify compliance are specifically indicated, as well as, the specific location & extent of inspection are is indicated within each inspection report. A special inspector's report is not permitted to replace / waive the final structural observation performed by the structural engineer of record.
4. A complete copy of each structural observation report must be provided to GSA within 7 days of the date that the observation was performed. The observation report / letter must be on the structural engineering firm's letter header & dated. Reference to any inspection reports, tests & summary certification, ASCE Seismic Check-Lists and other supporting documentation should be referenced in the letter and attached. All non-compliant items mitigate must be listed in the seismic certification letter. Reference & attach an updated seismic certification form or appropriate GSA seismic certification form indicating proper mitigation & compliance with the seismic safety standards.
5. For Leases requiring seismic retrofit, the Space will not be considered substantially complete until a Seismic Form E - Certificate Of Seismic Compliance - Retrofitted Building, certifying that the Building meets the Basic Safety Objective of ASCE 41, executed by a registered civil or structural engineer, has been delivered to the Lease Contracting Officer (LCO). If a seismic certification form #E is required; the structural engineer of record, (not the Lessor), may write any clarifications, if any, directly on the completed & signed copy of Seismic Certification Form #E.
6. The Lessor shall provide to the Government for review prior to the start of construction. A final construction schedule, revised / updated seismic evaluation report, if performed, all final design and construction documents, including but not limited to; structural calculations, drawings and specifications, and geotechnical report, if required to be performed per code or local building official.




7. The Lessor shall comply with all state & local code, ordinance & permitting requirements and providing GSA with a copy of all permits, certificate of occupancy local Fire Marshall approvals & similar.
8. The Lessor shall provide a copy of differed approvals / delegated design documents with support calculations. Differed approvals / delegated design documents designed / prepared by a third party structural engineer or manufacture must be signed sealed on each drawing sheet and the cover sheet of the supporting calculations must be signed & sealed. Likewise, the delegated design documents must bear a signed shop-drawing stamps from the Contractor, Architect, project structural engineer or the design professional that prepared the drawings and/or requirements that the shop drawing / delegated design documents are based upon.

E. REFERENCED DOCUMENTS AND DEFINITIONS:

1. Reference to "**Seismic Safety Standards**" shall be synonymous with the standard - "*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings, ICSSC Recommended Practices (RP-8)*", including any publications referenced within the "RP-8" seismic safety standard, including but not limited to, ASCE 31 & ASCE-41 for the *Seismic Evaluation & Retrofit of Existing Building standards* by the American Society of Civil Engineers (ASCE).

As the pre-award seismic evaluation report is based upon ASCE 41-17; All references to ASCE 41 or ASCE 31 shall be considered to be referencing ASCE 41-17.

2. Reference to "**Seismic Evaluation**" report and similar indicates the seismic evaluation report dated 26-March-2020 prepared by Thornton Tomasetti Inc on behalf of the Lessor and submitted by the Lessor. See Exhibit G.
3. Reference to "**Seismic Certification**" shall be synonymous with the Preaward Commitment to Retrofit Building Seismic Certification Form #C, dated 30-April-2020, and submitted by the Lessor. See Exhibit F.
4. Reference to "**Structural Engineer of Record**" or "**SER**" indicates the Lessor's structural engineer who prepares and signed & sealed the seismic evaluation report, seismic certification form submitted to GSA and prepares the structural seismic retrofit drawings.
5. All documents submitted to GSA and review of documents by GSA shall not be considered as approval but are merely GSA's acceptance of the submitted documents based on the Lessor's appropriate design professional / expert ensuring compliance with codes & standard and project specific requirements. Any language indicating GSA / Government *Approval* shall be considered as GSA / Government *Acceptance* based on the assumption that the Lessors design professionals / expert ensures that the submitted documents are compliant with all codes, standards & project specific requirements.

4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015) INTENTIONALLY DELETED

5.03 FINISH SELECTIONS (SEP 2015) INTENTIONALLY DELETED

5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:

a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.

b. Construction. Any draperies to be newly installed shall be made as follows:

- i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
- ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
- iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
- iv. Three-fold pinch pleats;
- v. Safety stitched intermediate seams;
- vi. Matched patterns;
- vii. Tacked corners; and,
- viii. No raw edges or exposed seams.

c. Use of existing draperies must be approved by the Government.

5.05 DOORS: SUITE ENTRY (OCT 2019)

A. Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>.

5.06 DOORS: INTERIOR (OCT 2019)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).and [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1338/PAINT/0?ADDON=FALSE](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1338/PAINT/0?ADDON=FALSE).

5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike

plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.09 PARTITIONS: SUBDIVIDING (OCT 2019)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. For leases 10,000 RSF or greater, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False>.

5.10 WALL FINISHES (OCT 2019)

If the Government chooses to install a wall covering, the following specifications shall apply:

A. Commercial grade, weighing not less than 13 ounces per square yard.

B. For leases 10,000 RSF or greater, wall covering shall be vinyl-free, chlorine-free, plasticizer-free, with recycled or bio-based content. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.11 PAINTING – TI (OCT 2019)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors and type of paint acceptable to the Government.

B. For leases 10,000 RSF or greater, the Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet applicable, statutory, environmentally preferable criteria for biobased and recovered material content as outlined under the Green Procurement Compilation at [WWW.SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1338/paint/0?addon=False](https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False). The Lessor shall use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible.

5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2019) MODIFIED

A. Carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. For leases 10,000 RSF or greater, floor covering and perimeter products must meet applicable, statutory, environmentally preferable criteria related to biobased and recovered material content as outlined under the Green Procurement Compilation at [WWW.SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/23/CARPET/0?ADDON=False](https://sftool.gov/greenprocurement/green-products/3/building-finishes/23/carpets/0?addon=False), [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1307/FLOOR-COVERINGS-NON-CARPET/0?ADDON=False](https://sftool.gov/greenprocurement/green-products/3/building-finishes/1307/floor-coverings-non-carpets/0?addon=False), and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/97/floor-tiles-heavy-dutycommercial/0?addon=False>.

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

3. Performance requirements for broadloom and modular tile:

- a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
- b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
- c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
- d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 **HEATING AND AIR CONDITIONING (JUN 2012)**

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 **ELECTRICAL: DISTRIBUTION (SEP 2015)**

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 **TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)**

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 **TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)**

Provide sealed conduit to house the agency telecommunications system when required.

5.17 **DATA DISTRIBUTION (JUN 2012)**

The Lessor shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.18 **ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012) MODIFIED**

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)

A. FIXTURES: Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. PENDANT STYLE FIXTURES: If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. MIXED FIXTURES: DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. BUILDING PERIMETER: There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as **6:00 AM to 6:00 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2014) INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

6.05 HEATING AND AIR CONDITIONING (OCT 2018)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. **1,600** ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The temperature of this room shall be maintained **between 68 and 72** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

H. In addition to the server room requirements stated above, the following areas shall receive HVAC at all times:

1. Print Shop (9,200 ABOA SF)

I. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

6.06 OVERTIME HVAC USAGE (OCT 2018)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,500 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,500 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (APR 2020)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

N. Cleaning and Disinfecting requirements. The Lessor shall routinely wipe down all solid, high contact surfaces in common and high traffic areas using soap and water, followed by a disinfectant from the EPA-registered list of products. Cleaning staff shall use products in accordance with directions provided by the manufacturer, including the use of personal protective equipment (PPE), if applicable. Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

O. "Routinely," for purposes of this section, is defined as no less than once daily. More frequent cleaning and disinfection may be required based on level of use.

P. Examples of common and high traffic areas include, but are not limited to, handrails, door knobs, key card scan pads, light switches, countertops, table tops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. Disinfected surfaces should be allowed to air dry."

6.08 SELECTION OF CLEANING PRODUCTS (OCT 2019)

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that meet applicable, statutory, environmentally preferable criteria related to biobased and

recovered material content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GREENPORCUREMENT](https://sftool.greenprocurement.org/green-products/5/cleaning-products/0) and <https://sftool.gov/greenprocurement/green-products/5/cleaning-products/0>.

6.09 SELECTION OF PAPER PRODUCTS (OCT 2019)

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) that meet applicable, statutory, environmentally preferable criteria related to recovered material content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GREENPORCUREMENT](https://sftool.greenprocurement.org/green-products/5/cleaning-products/0) and <https://sftool.gov/greenprocurement/green-products/5/cleaning-products/0>

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every **10** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every **10** years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (OCT 2019)

A. For leases 10,000 RSF or greater where the Government is the sole occupant of the building, the Lessor shall use landscaping products that meet applicable, statutory, environmentally preferable criteria related to recycled content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL/GREENPROCUREMENT](https://SFTOOL/GREENPROCUREMENT) AND [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/6/LANDSCAPING-PRODUCTS/0](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/6/LANDSCAPING-PRODUCTS/0).

B. Landscape management practices shall prevent pollution by:




1. Employing practices which avoid or minimize the need for herbicides, fertilizers and pesticides; and
2. Composting/recycling all yard waste.

C. INTENTIONALLY DELETED

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. **MARKING SBU.** Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. **AUTHORIZED RECIPIENTS.** Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. **DISSEMINATION OF SBU BUILDING INFORMATION:**

1. **BY ELECTRONIC TRANSMISSION.** Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. **BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES.** Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. **By mail.** Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. **In person.** Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. **RECORD KEEPING.** Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. **RETAINING SBU DOCUMENTS.** SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. **DESTROYING SBU BUILDING INFORMATION.** SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF](http://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF) and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. **NOTICE OF DISPOSAL.** The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. **INCIDENTS.** All improper disclosures of SBU Building information must be reported immediately to the LCO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. **SUBCONTRACTS.** The Contractor must insert the substance of this paragraph in all subcontracts.

6.22 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded. .

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

6.23 RADON IN AIR (OCT 2016)

A. The radon concentration in the air of the Space shall be less than 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space, herein called "GSA action levels."

B. Initial Testing:

1. The Lessor shall:
 - a. Test for radon that portion of Space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);
 - b. Report the results to the LCO upon award; and
 - c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.
2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in sub-paragraph D.2.
3. If the Space offered for Lease to the Government is in a Building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. Corrective Action Program:

1. Program Initiation and Procedures.
 - a. If either the Government or the Lessor detects radon at or above the GSA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the GSA action levels before Government occupancy.
 - b. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the GSA action levels.
 - c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the GSA action levels and certifies the Space for re-occupancy.
 - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the GSA action levels.
2. The Lessor shall perform the standard test in sub-paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the GSA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

D. Testing Procedures:

1. Standard Test. Place alpha track detectors throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

6.24 RADON IN WATER (JUN 2012) INTENTIONALLY DELETED

6.25 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (OCT 2018)

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.

C. Within 72 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 ~~FLAG DISPLAY (OCT 2016)~~ INTENTIONALLY DELETED

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level III attached to this Lease.

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

- 1.01 THE PREMISES (OCT 2016)
- 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)
- 1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)
- 3.20 CEILINGS (OCT 2019)
- 3.26 FLOORS AND FLOOR LOAD (OCT 2019)
- 4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)
- 4.14 SEISMIC RETROFIT
- 5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2019)
- 5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

**7.03 ~~ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)~~
INTENTIONALLY DELETED****7.04 (b) (7)(F)**

In addition to the (b) (7)(F) the Government may, at its own expense, install separate entry control devices at the entry points of its Space as determined by the LCO and may request the Lessor to provide card key control of freight and public elevators to floors with only Government space.

7.05 SUBSTITUTION OF TENANT AGENCY

Notwithstanding anything to the contrary contained in Section 5 (Substitution of Tenant Agency) of the General Clauses of the Lease or elsewhere in the Lease, the Government's right to substitute a different tenant agency is limited to agencies that will not deviate from a professional general office building, and related space purposes, for which the Government initially intends to use the Leased Premises. Any such tenant agency shall be subject to the Lessor's prior written consent, which consent the Lessor may not unreasonably withhold, condition, or delay.

Parking Narrative January 21, 2020

Metropolitan Square Building

PARKING. The parking garage is made up of seven (7) floor P-1 – P-7, that include 920 parking spaces within the building's footprint. There are two (2) separate entrances into the building's garage. The first entrance with the awning that reads "Reserved" is for card holders ONLY, no public parking is allowed in P-1 – P-3. The second entrance to the garage has an awning over it that reads "Parking". This entrance is for both card holders and public parking. All spaces in P-4 – P-7 are on a first come first serve with NOT reserved areas. P-1 – P-3 has a mixture of reserved areas and unreserved areas. The current cost for a permit is \$125.00 per permit per month for unreserved parking. The 3rd party who manages the garage is SP Plus, 314.621.1406 is the garage management office. Tenant shall have the right to park the number of parking permits allowed in their lease in the Building parking garage subject to compliance with the Office Building and Garage Rules and Regulations in effect from time to time, and subject to the payment of the applicable monthly or other charges from time to time in effect. The current Rules and Regulations are always attached to one's Lease Agreement. Landlord reserves its right to make modifications and additions thereto as Landlord deems appropriate. The ratio of parking permits is one (1) permit for every 1,000 square foot leased. There is no obligation on the part of the Tenant to use any or all of the parking permits allocated to them in their lease agreement, but they will have the right to use them at their will.

AD-2061 (03-15-18)		(b) (7)(F)							
REQUEST FOR SPACE									
ELEMENT 4 - SPACE ASSIGNMENTS									
PERSONNEL	SHARED (SF)	CFO	CEO	TO	HR	OTHER	OTHER	TOTAL	
Full-Time Equivalent (FTE)		788	20	165	27			1000	
County Committee Members (COC) Temps/ Interns/ Partners:									
Other:									
TOTAL PERSONNEL		788	20	165	27	0	0		
INDIVIDUAL WORKSPACE									
Private Office Count (FTEs only):		96	3	3	7			55472	
Private Office Space (ABOA SF):		110	110	110	110				
Other Office Count:		6	1						
Other Office Space (ABOA SF):		150	150						
Total Individual Enclosed		11460	480	330	770	0	0		
Open Workstation Count:		686	16	162	20				
Open Workstation Space (ABOA SF):		48	48	48	48				
Touchdown Station Count:		0	0	0	0				
Touchdown Station Space (ABOA SF):									
Total Individual Open		32928	768	7776	960	0	0		
TOTAL INDIVIDUAL SPACE (ENCLOSED & OPEN)		44388	1248	8106	1730	0	0		
STANDARD SPACE									
Meeting: Shared Conference Room:	2000	1576	40	330	54	0	0	19210	
Consultation Room @ 100 sf for each room	800	624	16	136	24	0	0		
Other - Individual (Please ID): Imaging Room/CSC	6000	6000							
Reception Area:	400	312	8	68	12	0	0		
Shared Break Room:	2000	1560	40	340	60	0	0		
Coffee/Tea Stations @75sf each	600	468	12	96	24	0	0		
Training Room with Break Area/shared	4000	3120	80	680	120	0	0		
Call Center- 2 comand stations @160 sf	160	160				0	0		
Conference Rooms	7 @300 sf	2100	1638	42	357	63	0		
Wellness Rooms placed within the building	2 @ 75 sf each	150	117	3	24	6	0		
Other - Shared (Please ID): Canteen / Vending	1000	788	20	165	27	0	0		
Other - Shared (Please ID):									
TOTAL STANDARD SPACE		16363	261	2196	390	0	0		
OFFICE SPECIAL									
Server Room	1500	1170	30	255	45			10026	
Bond Room/ Centralized Security	2500	1950	50	425	75	0	0		
Secured Storage Room	450	450	0	0	0	0	0		
Union Room	600	534	12	36	18				
Forensic Security Server	100				100				
CEC Desktop Supprt	576	576							
Secured Check Room	475	475							
Security - EO	75		75						
Braille/Microfiche	400	400							
Other - Individual (Please ID) File space TO/Inventory	100			100					
Other - Individual (Please ID) Forensic File Storage - TO	100			100					
Other - Individual (Please ID) File space TO	150				150				
Other - Individual (Please ID) Secure Mail room (RD Mailroom)	3000		3000						
Other - Individual (Please ID):									
TOTAL OFFICE SPECIAL SPACE		5555	3167	916	388	0	0		
Sub-Total (ABOA SF)		70986	4796	12238	2688	0	0		
Workstation Area (%)		0.46	0.16	0.64	0.36	0.00	0.00		
Circulation Multiplier (CM)		1.50	1.40	1.50	1.50	1.40	1.40		
Circulation Area (CA; sq ft)		35493	1918	6119	1344	0	0	44874	
Circulation Area Within UR - Standard Space		30376	604	5151	1060	0	0	37190	
Circulation Area Outside UR - Special Space		5118	1315	968	284	0	0	7684	
TOTAL CIRCULATION SPACE		35493	1918	6119	1344	0	0	44874	
NON-OFFICE SPECIAL									
Workshop:								15200	
Other - Shared (Please ID): Loading Dock/Warehouse	6000	4680	120	1020	180	0	0		
Resource: Print Room/Data Center	9200	9200				0	0		
Other (Please ID):									
TOTAL NON-OFFICE SPECIAL SPACE		13880	120	1020	180	0	0		
Total ABOA SF (RLP number)		115679	6714	18357	4032	0	0	144782	
AGPMR UR Calculation		116	106	94	118	0	0		
A. FSA STATE APPROVING OFFICIAL	C. RD STATE APPROVING OFFICIAL	COMMENTS							
		Employee count reduced from 1,125 to 1,000. Shared, office, special and non-special space is divided among the four agencies by pro-rate share of employees in the space.							
		For version #3, the space for the command center monitoring stations was reduced from 1,000 square feet to 160 square feet and the server room space was moved to the correct placement. Version #5, the Break Room reduced down to 2,000 sf, training room down to 4,000 sf, the bond room down is now 2500 sf, CSC mail/imageing is down to 6000 sf. The print shop was moved to non-office special space. the employee (support) count for print room is included in total employee count of 1,000.							
B. NRCS STATE APPROVING OFFICIAL	D. OTHER STATE APPROVING OFFICIAL								

(b) (7) Service Center Space (ABOA SF)

Number of Employees (Include FTEs only. COC are not included for purposes of determining square footage.)	1-3	4-8	9-12	13-16	17-20	21-24	25+
Break Room	150	150	150	175	225	275	300
Conference Room	300 ABOA Square Feet is the standard. If additional square footage is needed, then ensure the requirement remains within the 150 UR.						
ADP Room for Server	75-100 ABOA Square Feet						
Private Offices	120 ABOA Square Feet per FTE is the standard. If additional square footage is needed, then ensure the requirement remains within the 150 UR.						
Open Offices	48 ABOA Square Feet per FTE is the standard. If additional square footage is needed, then ensure the requirement remains within the 150 UR.						

Per AGPMR ADVISORY No. 16-01, Rev. 2

Succeeding and Superseding leases (and related General Services Administration Occupancy Agreements) must either meet the requirements of this Advisory or the Agency must follow the Exception Memorandum process.

DEFINITIONS

1. Personnel Count. The total number of: (a) Full and part-time employees who are permanently assigned to the office facility; (b) Seasonal hires, interns, and other temporary staff if they predominantly work in the office and are employed for three months or longer; (c) Individuals who telework less than five days a week but are permanently assigned to the location; (d) Resident contractors whose primary work location is the facility in question. The term "resident contractor" excludes janitorial staff, construction workers, movers, security guards, and all other contractors who do not work from a desk and are not typically considered "office workers." USDA also includes in this category all State, county, and local government employees, and non-federal partners and local cooperators.

2. Individual Workspace. Space where personnel primarily conduct their work, broken into two categories:

i. **Open:** Individual workstations, touchdown stations, benching etc.

ii. **Enclosed:** Private offices.

3. Standard Space. This shared support space is broken out into two categories:

i. **Meeting:** Includes Quiet Room / Phone Booth; Meeting / Conference Room; Training Room; and Open Meeting / Lounge Area.

ii. **Resource:** Includes space for lateral files away from desk; Standalone Printer; Copy / Print Room; Plotter Room; Service Desk (Field office); Reception Area; Coat Closet; Pantry; Break Area; Mail Room; Storage Room; and Wellness/Mother's Nursing Room.

4. Office Special. Provides for programmatic needs in addition to Individual and Standard space needs. Included in ABOA SF, as well as the Circulation Area calculation; excluded from the UR calculation. Examples: Mud/Shower Room; Information Technology (IT) or Automated Data Processing (ADP) Server Room; IT/ADP Storage Room; IT/ADP Staging Room; High Density Storage Room; etc. The majority of these spaces are explained and defined in the USDA National Space and Design Guide. See AGPMR 16-01 Section 2 for complete list of examples.

5. Non-Office Special. Provides for specialized needs that are not directly related to office work or functions. Included in ABOA SF, but excluded from the Circulation Area and UR calculations. Examples: Auditorium; Cafeteria; Child Care Center; Commercial kitchen; Credit Union; Courtroom; Data Center (typically raised floor); Employee Association; Fitness Center (with lockers and showers); Training Center; Garage; etc. See AGPMR 16-01 Section 2 for complete list of examples.

6. ANSI/BOMA Office Area Square Feet (ABOA SF). ABOA is derived from a combination of several space components. It is the total of all Individual Workspace, Standard, Office Special, Non-Office Special, and Circulation Area (CA) space. ABOA SF, minus total Special space is the numerator in the UR calculation.

7. Circulation Area (CA). Refers to the internal "spaces between the spaces" that personnel travel within an office workplace setting. Includes internal aisles between individual spaces, such as offices and cubicles, and support spaces. A Circulation Multiplier (CM) is applied to the sum total of the Individual, Standard, Office Special and Non-Office Special space (with the exception of ware yard) to provide adequate circulation area. The resulting CA is part of the UR calculation. The following CMs are recommended for each layout type:

i. **Mostly Enclosed:** Total Individual Workspace (Open) < 25% of the Total Individual Workspace + Standard + Office Special + Non-Office Special - Ware Yard. CM of approximately 1.40;

ii. **Mixed Open and Enclosed:** Total Individual Workspace (Open) is between 25% and 75% of the Total Individual Workspace + Standard + Office Special + Non-Office Special - Ware Yard. CM of approximately 1.50;

iii. **Mostly Open:** Total Individual Workspace (Open) is > 75% of the Total Individual Workspace + Standard + Office Special + Non-Office Special - Ware Yard. CM of approximately 1.60.

8. Utilization Rate (UR). This space management ratio based on occupancy that gauges space use efficiency. UR is calculated by dividing the total ANSI/BOMA Office Area (ABOA) square feet (SF), minus total Special space, by the organization's total Personnel Count.

9. Other Space. In addition to Non-Office Special space, the following areas are not included in the UR calculation because they are typically not part of the office space that is under the occupant's direct control and use. However, they may be used for other spaces such as space inventory tracking and the basis for rent or other charges. (a) **Common:** This is typically fixed building support space that is usually located outside the tenant's demised space - because it is either public or used by all tenants and building management. This is not part of the ABOA SF.

Examples: Atriums; Courtyards; Electrical/Telephone/Mechanical Rooms; Janitorial Closets; Lobbies; Public Corridors; Restrooms; Vestibules. (b)

Rentable: A tenant's renta space is calculated by adding a pro rata share of Common SF to the tenant's ABOA SF. Rentable space is always equal to or larger than the ABOA SF because it consists of ABOA SF plus the Common SF. A Common Area Factor (CAF) of between 10% and 15% is typical for commercial office building and facilities can be up to 35% in federally owned facilities. The USDA National Space and Design Guide assumes a CAF of 15% as a general standard.

SEISMIC FORM C

BUILDING RETROFIT OR NEW CONSTRUCTION
PREAWARD COMMITMENT

PART 1

PREAWARD COMMITMENT TO RETROFIT BUILDING:

Date: 4/30/2020

This affirms that Jeffery Elliott, PE, SE shall serve as the engineer in charge of the seismic retrofit of the building located at 1 Metropolitan Square. The retrofit must be designed to meet the **Basic Safety Objective**, as set forth in ASCE/SEI 41 Seismic Rehabilitation of Existing Buildings.

In accordance with the requirements of this Standard and the seismic paragraph in the Request for Lease Proposals (RLP), our offer includes a commitment to retrofit the building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41. The offer includes a Tier 1 report with all supporting documents, a narrative explaining the process, scope of renovations, and a schedule for the seismic retrofit. Documentation shall be provided before award that demonstrates the seismic retrofit will meet the seismic standards and be completed within the time frame required.

PART 2

PREAWARD COMMITMENT TO CONSTRUCT A NEW BUILDING:

Date: _____

This affirms that _____ will serve as the engineer in charge of the structural design of the building located at _____. The criteria for design must be the _____ edition of the _____ building code.

In accordance with the requirements of this code, we prepared a quality assurance plan that included requirements for testing and inspecting critical elements of the structure and also periodic observation by our staff. We reviewed special inspection and testing reports prepared by the inspection agency and contractor submittals. On the basis of this, and to the extent permitted by this level of construction surveillance, it is my opinion that the Building was designed and constructed in conformance with the requirements of the above code.

The building has the following characteristics:

Building Type:	Building Height:	Approx. Area:
Building Design Code:	Year of Design Code:	Year of Construction:

(b) (4)

DATE OF SIGNER

Mark Karasick

ASCE 41-17: Tier 1 Evaluation

Jones Lang LaSalle

One Metropolitan Square Building
1 Metropolitan Square
St. Louis, MO 63102

Prepared For

Larry Hunkins
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(b) (4)



Jeff Elliott, P.E., S.E.
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March 26, 2020

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- iv. Appendix D: Referenced Documents
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EXECUTIVE SUMMARY

Purpose:

The purpose of this seismic safety study for the existing office building located at 1 Metropolitan Square (Met Square building) in St. Louis, Missouri, is to perform a Tier 1 evaluation for the building's anticipated behavior in a seismic event impacting the St. Louis area in accordance with the evaluation standards set forth in ASCE 41-17, *Seismic Evaluation and Retrofit of Existing Buildings*.

The study is comprised of the following tasks:

- To identify the seismicity of the area surrounding the building located in St. Louis, Missouri.
- To determine compliance/non-compliance of the building while considering potential structural and/or nonstructural deficiencies based on a Tier 1 analysis per ASCE 41-17 at a "Life Safety" level of performance.

The existing Met Square building has two lateral-force-resisting systems that work together to transfer lateral forces to the foundation. Concrete shear wall cores exist from the building's foundation up to the 19th floor framing, and steel moment frames exist above the 19th floor framing to the top of the building. Composite decks exist and act as a stiff diaphragm at each floor level. The low roof (west side of the building) and main roof (east side of the building) are both metal roof decks.

Based on the evaluation criteria of ASCE 41-17, the Met Square building's lateral systems are classified as a combination of Type C2: Concrete Shear Walls with Stiff Diaphragms and Type S1: Steel Moment Frames with Stiff Diaphragms. Criteria for the Met Square building is evaluated based on it being a Risk Category Level III building and the assumption that it is located in an area of high seismicity¹. ASCE 41-17 requires the completion of a basic configuration checklist, structural system specific checklist(s), and a nonstructural checklist to determine compliance with issues critical to the behavior of the building during a seismic event. In ASCE 41-17, Life Safety level screenings utilize the combination of Collapse Prevention Checklists with more conservative modification factors in analysis. For analysis purposes, Type C2 and S1 checklists were completed with respect to the different areas of the building. The following tables provide a summary of the compliant/non-compliant conclusions made for each checklist.

It should be noted that per Sections 3.4.1 and C3.4.1 of ASCE 41-17, a Tier 1 screening of the Met Square building is a good starting point for the identification of potential deficiencies, but its results are not permitted to be conclusive. Tier 3 systematic procedures are required to adequately evaluate and retrofit the building due to its height and complexity².

Regarding the "unknown" designations given in the following tables, further investigation and analysis of the building is required to arrive at a definitive determination of compliance³.

¹ See Section 2.4

² See Section 1.2.3

³ See Section 3.3

Collapse Prevention Basic Configuration Checklist⁴	
Load Path	Compliant
Adjacent Buildings	Compliant
Mezzanines	Compliant
Weak Story	Compliant
Soft Story	Compliant
Vertical Irregularities	Non-Compliant
Geometry	Non-Compliant
Mass	Non-Compliant
Torsion	Non-Compliant
Liquefaction	Unknown – geotechnical input required
Slope Failure	Compliant
Surface Fault Failure	Unknown – geotechnical input required
Overturning	Compliant
Ties Between Foundation Elements	Non-Compliant

Building Type C2: Concrete Shear Walls with Stiff Diaphragms⁵	
Complete Frames	Compliant
Redundancy	Compliant
Shear Stress Check	Non-Compliant
Reinforcing Steel	Compliant
Wall Anchorage at Flexible Diaphragms	Not Applicable
Transfer to Shear Walls	Compliant
Foundation Dowels	Compliant
Deflection Compatibility	Unknown
Flat Slabs	Not Applicable
Coupling Beams	Compliant
Diaphragm Continuity	Compliant
Openings at Shear Walls	Non-Compliant
Cross Ties	Not Applicable
Straight Sheathing	Not Applicable
Spans	Not Applicable
Diagonally Sheathed and Unblocked Diaphragms	Not Applicable
Other Diaphragms	Not Applicable
Uplift at Pile Caps	Compliant

Building Type S1: Steel Moment Frames with Stiff Diaphragms⁶	
Redundancy (Low Seismicity)	Compliant
Drift Check	Compliant
Column Axial Stress Check	Non-Compliant
Flexural Stress Check	Compliant
Transfer to Steel Frames	Compliant
Steel Columns	Non-Compliant
Redundancy (Moderate Seismicity)	Compliant
Interfering Walls	Unknown

⁴ Applicable to the entire building

⁵ Applicable to the structure up to 19th floor framing

⁶ Applicable to the structure above 19th floor framing

Moment-Resisting Connections (Moderate Seismicity)	Compliant
Moment-Resisting Connections (High Seismicity)	Unknown
Panel Zones	Unknown
Column Splices	Compliant
Strong Column-Weak Beam	Unknown
Compact Members	Compliant
Openings at Frames	Compliant
Cross Ties	Not Applicable
Straight Sheathing	Not Applicable
Spans	Not Applicable
Diagonally Sheathed and Unblocked Diaphragms	Not Applicable
Other Diaphragms	Compliant

Nonstructural Checklist⁷	
Fire Suppression Piping	Non-Compliant
Flexible Couplings (Life Safety Systems)	Unknown
Emergency Power	Compliant
Stair and Smoke Ducts	Unknown
Sprinkler Ceiling Clearance	Unknown
Hazardous Material Equipment	Not Applicable
Hazardous Material Storage	Not Applicable
Hazardous Material Distribution	Compliant
Shutoff Valves	Compliant
Flexible Couplings (Hazardous Materials)	Unknown
Piping or Ducts Crossing Seismic Joints	Not Applicable
Unreinforced Masonry	Unknown
Heavy Partitions Supported by Ceilings	Not Applicable
Drift	Unknown
Suspended Lath and Plaster	Unknown
Suspended Gypsum Board	Unknown
Independent Support	Compliant
Cladding Anchors	Unknown
Cladding Isolation	Unknown
Multi-Story Panels	Unknown
Threaded Rods	Unknown
Panel Connections	Unknown
Bearing Connections	Unknown
Inserts	Unknown
Overhead Glazing	Unknown
Ties	Unknown
Shelf Angles	Unknown
Weakened Planes	Unknown
Unreinforced Masonry Back-Up	Unknown
Stud Tracks	Unknown
Anchorage (Masonry Veneer)	Unknown
URM Parapets or Cornices	Not Applicable
Canopies	Not Applicable
Concrete Parapets	Compliant
Appendages	Not Applicable

⁷ Applicable to the entire building

URM Chimneys	Not Applicable
Anchorage (Masonry Chimneys)	Not Applicable
Stair Enclosures	Compliant
Stair Details	Unknown
Industrial Storage Racks	Not Applicable
Tall Narrow Contents	Unknown
Fall-Prone Contents	Unknown
Fall-Prone Equipment	Compliant
In-Line Equipment	Compliant
Tall Narrow Equipment	Compliant
Retainer Guards	Unknown
Retainer Plate	Unknown

1.0 INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose of Evaluation and Discussion of Local Seismic Risk

The Earthquake Hazards Reduction Act of 1977 created the National Earthquake Hazards Reduction Program (NEHRP) and created the Interagency Committee on Seismic Study in Construction (ICSSC) to oversee the planning, management, and coordination of the Program. The purpose of the Earthquake Hazards Reduction Act was to establish and maintain an effective earthquake hazards reduction program to reduce the loss of life, injury, destruction of property, economic disruption, and social disruption following a seismic event in the United States.

The Earthquake Hazards Reduction Act of 1977 as amended by the 1990 NEHRP Reauthorization Act (Public Law 101-614) required that the President adopt a standard for assessing and enhancing the seismic safety of existing buildings constructed for or leased by the Federal Government which were designed and constructed without adequate seismic design and construction standards. In response to this requirement, the President issued Executive Order 12941 which sets forth the evaluation standards for the existing buildings owned or leased by the Federal Government.

1.2 Evaluation Standard

1.2.1 ASCE 41-17

The evaluation standard set forth by Executive Order 12941 is entitled *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings* (RP4) and is authored by the ICSSC. The evaluation procedures in RP4 were based on FEMA 178, *NEHRP Handbook for Seismic Evaluation of Existing Buildings*. In 2002, RP4 was superseded by *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings* (RP6) to incorporate advancing knowledge in earthquake engineering and to incorporate lessons learned from recent earthquakes. The evaluation procedures in RP6 were based on FEMA 310, *Handbook for the Seismic Evaluation of Buildings, a Prestandard*. While FEMA 178 dealt only with life-safety risk, FEMA 310 included procedures to address both life-safety and immediate occupancy performance levels. FEMA 310 was then replaced by ASCE 31-03 published by the American Society of Civil Engineers. Since then, the American Society of Engineers has combined ASCE 31 with ASCE 41 into the combined document of ASCE 41-17, *Seismic Evaluation and Retrofit of Existing Buildings*.

1.2.2 Tier 1 Analysis

2.2.1 ASCE 41-17

ASCE 41-17 utilizes a multi-tiered evaluation procedure to determine seismic deficiencies of both new and existing buildings. The first level of analysis, termed the Tier 1 screening phase, requires the completion of three sets of checklists – basic, structural, and nonstructural – which are geared toward a particular building type (see Section 2.2). The checklists allow an efficient evaluation of structural, foundation/geologic, and nonstructural hazard elements of the building and the corresponding site conditions. The Tier 1 evaluation requires some simple calculations called “Quick Checks,” but is typically more qualitative in nature. The scope of this report is limited to a Tier 1 analysis, and the BSE-2E Seismic Hazard Level will be used for analysis and completion of the checklists (see Section 1.4). To achieve results that are consistent with the Level of Performance discussed in Section 1.3, M_s factor values for Life Safety will be used while

completing the Collapse Prevention checklist statements and calculations in Section 4.4.3 of ASCE 41-17.

The Tier 1 analysis procedures in ASCE 41-17 utilize a linear static analysis that approximates the actual building displacements resulting from the design earthquake. Because material non-linearity is not considered, this type of analysis procedure overestimates member forces. To compensate for this, forces are modified by “m” factors. These factors account for the ductility of the element being evaluated and reduce the calculated forces to a level that may actually be experienced by the element.

Design codes (IBC/ASCE 7) utilize a different approach. Earthquake forces applied in the analysis are modified by an “R” factor which accounts for the ductility of the structural system. This “R” factor reduces the applied forces and results in element forces that approximate the actual forces resulting from the design earthquake. This type of analysis procedure underestimates building displacements. To compensate for this, displacements are multiplied by additional factors, such as C_d , that approximate the actual displacements. Because of the difference in analysis techniques, force levels utilized in the ASCE 41-17 procedures may appear higher than force levels utilized in typical design codes.

Based on the level of seismicity identified in Section 2.4 and the performance level identified in Section 1.3, the following Tier 1 checklists are required by ASCE 41-17 for this seismic evaluation of the Met Square Building in St. Louis, Missouri:

1. Collapse Prevention Basic Configuration Checklist
2. Building Type C2: Concrete Shear Walls with Stiff Diaphragms Checklist
3. Building Type S1: Steel Moment Frames with Stiff Diaphragms Checklist
4. Nonstructural Checklist

See Appendix E for the completed checklists.

1.2.3 Tier 1 Restrictions

Sections 3.4.1 and C3.4.1 of ASCE 41-17 state that the results of a Tier 1 screening of buildings that do not conform to the limitations of Table 3-4 are not permitted to be conclusive. Although a Tier 1 screening is a good starting point for the identification of potential deficiencies, Tier 3 systematic procedures are required to adequately evaluate and retrofit those buildings.

The Met Square building has a vertical combination of two seismic-force-resisting systems and, per Section 3.4.1.2.2.2 of ASCE 41-17, does not conform to the limitations of Table 3-4 due to its number of stories. Given its non-conformance, Section C3.4.1 of ASCE 41-17 states that Tier 1 and Tier 2 procedures may not reach correct conclusions regarding the building, and that the more rigorous and detailed procedures of Tier 3 are required for adequacy reasons.

1.3 Level of Performance – Life Safety

The Met Square building is being evaluated to a Life Safety performance level for both structural and nonstructural components of the building. The Life Safety performance level is defined in ASCE 41-17 as the following:

Building performance that includes damage to both structural and nonstructural components during a seismic event, such that: (a) a margin of safety against the onset of partial or total structural collapse is retained, and (b) damage to nonstructural components does not pose a life-safety threat. Injuries may occur during the earthquake; however, the overall risk of life-threatening injury

as a result of structural or nonstructural damage is expected to be low. Although the damaged structure is not an imminent collapse risk, repairs or temporary bracing are expected to be necessary prior to reoccupancy; however, repair may not be practical for economic reasons.

1.4 Seismic Hazard Level – BSE-2E

Per Table 2-2 of ASCE 41-17, the BSE-2E Seismic Hazard Level will be used for this Tier 1 analysis and the Collapse Prevention Performance Level checklist statements will be completed given the building's Risk Category (see Section 2.3).

1.5 Level of Investigation

1.5.1 Documents Reviewed

A review of existing documentation was performed as part of this study. Refer to Appendix B for a list of relevant received structural drawings used in the evaluation.

We did not receive information regarding expansions or renovations to the structure at any point in its history. Therefore, our calculations are based solely upon the accuracy of the received drawings referenced above.

1.5.2 Site Visits

ASCE 41-17 requires that a site visit be conducted by the design professionals as part of the evaluation. A site visit was performed by Thornton Tomasetti (TT) representatives Daniel Elizondo and Cody Lawson on March 11, 2020 to survey the condition of the existing structure, as well as familiarize the project members with the layout of the building, the areas with mechanical equipment, and various other architectural and nonstructural components. TT representatives were accompanied by the building's Chief Engineer Mark Keim.

2.0 BUILDING DESCRIPTION

2.1 Building Configuration and Construction Type

The Met Square building is a 42-story structure completed in 1989. The building's structure consists of vertical and lateral-force-resisting systems composed of multiple materials in different areas of the building, including: reinforced concrete shear walls and framing, post-tensioned concrete framing, and steel framing. Composite floor decks act as stiff diaphragms at each floor level. A parking garage exists at the building's lower levels. The western portion (low-rise) of the building rises to the 8th story, and the eastern portion (tower) rises to the building's full height of 42 stories. Both portions of the building have areas of metal roof deck at their full height.

2.2 Building Type (ASCE 41-17)

For the purposes of this report, the Met Square building's structure is classified as a combination of Building Type C2: Concrete Shear Walls with Stiff Diaphragms and Type S1: Steel Moment Frames with Stiff Diaphragms in accordance with ASCE 41-17.

2.3 Risk Category

The Met Square building will be evaluated as a Risk Category III structure, per Table 1.5-1 of ASCE 7. Given the building's height and its expected number of occupants, its failure presents a substantial risk to human life.

2.4 Level of Seismicity

As defined by ASCE 41-17, the level of seismicity depends on the expected accelerations of the maximum credible earthquake (MCE) for the area and on-site adjustment factors which account for soil conditions specific to the site under consideration. It has been found that buildings located on soft soils experience amplified seismic motions as compared to buildings located on stiff soils. Per the Site Class defined in Section 2.4.1 and Tables 11.6-1 and 11.6-2 of ASCE 7-10, the Met Square building is in seismic design category (SDC) D classification. Based on the procedure in Section 2.5 and Section C2.5 of ASCE 41-17, a SDC D corresponds to a **high** level of seismicity.

2.4.1 Site Class

A soils report was not provided for the Met Square building. Due to this, TT has conservatively evaluated the structure as existing over Site Class D soil.

2.4.2 Seismic Design Parameters

The following seismic design parameters were calculated and used to determine the level of seismicity for the Met Square building per Section 2.5 of ASCE 41-17 with site coordinates 38.627542° N, 90.189933° W. See Appendix D for the ATC Hazards Summary Report.

S_s = Short period response acceleration for the maximum credible earthquake corresponding to a 2% probability of exceedance in 50 years (2,500 year return period)

S_s = 0.454g per ATC Hazards Summary Report (Appendix D)

S_1 = Spectral response acceleration at one second period for the maximum credible earthquake corresponding to a 2 percent probability of exceedance in 50 years (2,500 year return period)

S_1 = 0.161g per ATC Hazards Summary Report

F_a = 1.437 per ASCE 41-17 Section 2.4.1.6

F_v = 2.279 per ASCE 41-17 Section 2.4.1.6

S_{DS} = Design short period response acceleration parameter

S_{DS} = $(2/3)F_a S_s$ = 0.435g

S_{D1} = Design spectral response acceleration parameter at one-second period

S_{D1} = $(2/3)F_v S_1$ = 0.245g

S_{MS} = MCE_R spectral response acceleration parameter for short periods

S_{MS} = 0.652g

S_{M1} = MCE_R spectral response acceleration parameter at one-second period

S_{M1} = 0.366g

3.0 DISCUSSION OF COMPLIANCE, NON-COMPLIANCE, AND UNKNOWNNS

3.1 Structural Deficiencies

The following section provides a discussion of the major structural deficiencies within the Met Square building, determined from the checklists required by ASCE 41-17. Please refer to Appendix E of this report for a copy of the completed checklists identifying all items requiring evaluation.

It should be noted that non-compliance is not a definite indication of incapacity. The purpose of a Tier 1 investigation is to determine potential weak spots in a building's lateral-force-resisting system that may require further analysis in order to confirm the structure's ability or inability to adequately resist seismic forces. Were a Tier 3 investigation to take place following this report, non-linear analyses may be conducted to more accurately determine compliance and the measures needed for the retrofit of the building.

Basic – Vertical Irregularities:

The steel moment frames in the seismic-force-resisting system are *not* continuous to the foundation. Although the concrete shear walls are continuous to the foundations, the vertical elements in the steel moment frames throughout the higher levels are not as they do not exist directly above the concrete shear walls. The steel moment frames transfer lateral load through the Level 19 diaphragm to the shear walls. Dependent upon more in-depth analysis of the structure's lateral-force-resisting system, the associated cost with retrofitting the structure to achieve code compliance may be high.

Basic – Geometry:

The change in the net horizontal dimension of the lateral-force-resisting system in the adjacent stories where the system transitions from concrete shear walls to steel moment frames is greater than 30%.

Basic – Mass:

The change in effective mass between Levels 19 and 20 is greater than 50% due to the heavy diaphragm at Level 19.

Basic – Torsion:

The estimated distance between the story center of mass and the story center of rigidity is greater than 20% of the building width at Levels 2 through 4.

Basic – Ties Between Foundation Elements:

The grade beams and slab on grade at the foundation level do not appear to be restraining the pile caps to assist them in adequately resisting seismic forces.

Concrete – Shear Stress Check:

The concrete shear walls did not meet the required shear capacity for compliance in the quick check associated with Tier 1 (see Appendix C).

Concrete – Openings at Shear Walls:

Two concrete shear walls have immediately adjacent diaphragm openings that extend greater than 25% of their respective lengths.

Steel – Column Axial Stress Check:

The steel columns involved in the building's moment frames did not meet the required axial capacity for compliance in the quick check associated with Tier 1 (see Appendix C). This is consistent with the discussion in Section 1.2.3, given that the total height of the moment frame controlled the result per Equation 4-11 of ASCE 41-17.

Steel – Steel Columns:

This item is an extension of the "Vertical Irregularities" checklist item discussed above. The columns at the base of the building's moment frames are not anchored to the building foundation. Although overturning forces may be transferred from the columns to those below them, shear forces are not, and are instead transferred through the diaphragm to the shear walls.

3.2 Nonstructural Deficiencies

The following section provides a discussion of the major nonstructural deficiencies within the Met Square building, determined from the checklist required by ASCE 41-17. Please refer to Appendix E of this report for a copy of the completed checklist identifying all items requiring evaluation.

Fire Suppression Piping:

Several locations of fire suppression piping throughout the building were observed without lateral bracing.

3.3 Unknowns

Items that have been marked as "Unknown" require further analysis and investigation in order for TT to be able to arrive at a definitive determination of compliance. These items were marked unknown due to lack of sufficient information in the drawings that may actually be present in the building's shop drawings, the inability to see the specific conditions during the site visit, or our uncertainty that specific conditions do not exist throughout the entire building. For example, there were only representative details in the received drawings for the moment resisting connections in the steel moment frames. Because of this, TT was unable to verify if the connections meet strength and ductility requirements in accordance with AISC 341.

4.0 LIMITATIONS

Thornton Tomasetti's professional services have been performed in accordance with the standards of skill and care generally exercised by other professional consultants acting under similar circumstances and conditions at the time the services were performed.

Thornton Tomasetti's findings, conclusions and opinions are based on Thornton Tomasetti's visual observations, professional experience, interviews with those knowledgeable with the conditions pertinent to the subject investigation, evaluation of documentation and sound investigation practices.

While Thornton Tomasetti's findings are summarized as of the date of issuance, should new information or additional documentation become available, Thornton Tomasetti may amend or revise its opinions and recommendations accordingly.

This report shall not be construed to warrant or guarantee the building and/or any of its components under any circumstances. Thornton Tomasetti shall not be responsible for latent or hidden defects that may exist, nor shall it be inferred that all defects have been either observed or

recorded. Thornton Tomasetti's visual observations include no specific knowledge of concealed construction or subsurface conditions at the subject property. Comments pertaining to concealed construction or subsurface conditions are professional opinion of Thornton Tomasetti based on relevant experience, judgment and current standards of practice.

Conditions noted in this report are as of the time of observation only.

No other warranty, express or implied, is made as to the professional advice presented in this report.

APPENDICES

i. Appendix A: Site Visit Photos

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ii. **Appendix B: Relevant Structural Drawings**

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iii. **Appendix C: Representative Structural Calculations**

*NOTE: Representative calculations do not include all calculations for this study. Remaining calculations can be made available upon request.

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SHEET 1 of 4

SUBJECT MET. BLDG. SEISMIC ASSESSMENT

CHECKED BY DE

DRAWING NO.

- WEIGHT FACTORS:

- CONCRETE: $W_c = 150$ pcf
- LIGHTWEIGHT CONCRETE: $W_{lc} = 110$ pcf
- TYP. STEEL FRAMING: $W_s = 10-13$ psf (ESTIMATED)
- MECHANICAL, ELECTRICAL, PLUMBING,
AND CEILING ALLOWANCE: $W_A = 10$ pcf (ESTIMATED)
- TYP. FLOOR COMPOSITE DECK: $W_1 = 42$ psf (VULCRAFT)
- TYP. MECHANICAL FLOOR COMPOSITE
DECK: $W_2 = 115$ psf (VULCRAFT)
- TYP. STEEL ROOF DECK: $W_5 = 5$ psf (VULCRAFT)
- FLOORING: $W_F = 5$ psf (ESTIMATED)
- PARTITIONS: $W_F = 10$ psf (ESTIMATED)
- FACADE (WINDOW): $W_w = 15$ psf (ESTIMATED)
- FACADE (GRANITE): $W_G = 50$ psf (ESTIMATED)

- DETERMINATION OF BASE SHEAR:

- HAZARD LEVEL BSE-2E: (ATC HAZARDS REPORT)
 - $S_s = 0.312$
 - $S_1 = 0.115$
 - $F_A = 1.55$
 - $F_v = 2.37$
 - $S_{DS} = 2/3 * F_A * S_s = 0.3224$
 - $S_{D1} = 2/3 * F_v * S_1 = 0.1817$
 - $S_{MS} = 0.484$
 - $S_{M1} = 0.273$
 - $S_A = \min(S_{x1} / T, S_{xs}) = (.273 / 2.403, 0.484) = 0.114$ (ASCE 41-17 SEC. 4.4.2.3)
 - $T = C_t * h_n^\beta$ (ASCE 41-17 SEC. 4.4.2.4)
 - $C_t = 0.02$ (ASCE 41-17 EQN. 4-4)
 - h_n (ft.) = 593
 - $\beta = 0.75$ (ASCE 41-17 EQN. 4-4)
 - V (kips) = $C * S_A * W = 21,970$ (ASCE 41-17 EQN. 4-1)
 - $C = 1.0$ (ASCE 41-17 TABLE 4-7)
 - W (kips) = 192,710 (ESTIMATED)

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- SHEAR STRESS CHECK (GROUND FLOOR):

(ASCE 41-17 SEC. 4.4.2.3)

$$\bullet \quad v_j^{\text{avg}} = \frac{1}{M_s} \left(\frac{V_j}{A_w} \right) < \text{MAX (100 PSI, } 2\sqrt{f'_c} = 141.4 \text{ PSI)}$$

$$\bullet \quad M_s = 3$$

(ASCE 41-17 TABLE 4-8)

$$\bullet \quad V_j \text{ (kips)} = 21890$$

$$\bullet \quad A_w \text{ (in.}^2\text{) (N-S)} = 29088$$

$$\bullet \quad A_w \text{ (in.}^2\text{) (E-W)} = 30960$$

$$\bullet \quad V_{j\text{AVG}} \text{ (psi) (N-S)} = 250.8$$

$$\bullet \quad V_{j\text{AVG}} \text{ (psi) (E-W)} = 235.7$$

$$\bullet \quad V_{j\text{MAX}} \text{ (psi)} = 141.4$$

NON-COMPLIANT**- DRIFT CHECK (CHECKED AT MULTIPLE FLOORS):**

(ASCE 41-17 SEC. 4.4.3.1)

$$\bullet \quad D_r = \left(\frac{k_b + k_c}{k_b k_c} \right) \left(\frac{h}{12E} \right) V_c < 0.03$$

$$\bullet \quad k_b \text{ (N-S)} = 49.5$$

$$\bullet \quad k_b \text{ (E-W)} = 58.0$$

$$\bullet \quad k_c \text{ (N-S)} = 53.1$$

$$\bullet \quad k_c \text{ (E-W)} = 60.2$$

$$\bullet \quad h \text{ (in.)} = 156$$

$$\bullet \quad I_b \text{ (in.}^4\text{) (N-S)} = 8192$$

$$\bullet \quad I_b \text{ (in.}^4\text{) (E-W)} = 9246$$

$$\bullet \quad I_c \text{ (in.}^4\text{) (N-S)} = 8284$$

$$\bullet \quad I_c \text{ (in.}^4\text{) (E-W)} = 9388$$

$$\bullet \quad L \text{ (in.) (N-S)} = 165.6$$

$$\bullet \quad L \text{ (in.) (E-W)} = 159.4$$

$$\bullet \quad E \text{ (ksi)} = 29000$$

$$\bullet \quad D_r \text{ (N-S)} = 0.0075$$

$$\bullet \quad V_c \text{ (kips) (N-S)} = 428$$

$$\bullet \quad D_r \text{ (E-W)} = 0.0079$$

$$\bullet \quad V_c \text{ (kips) (E-W)} = 523$$

$$\bullet \quad D_{r\text{MAX}} = 0.03$$

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- COLUMN AXIAL STRESS CHECK (20TH FLOOR): (ASCE 41-17 SEC. 4.4.3.6)

$$p_{ot} = \frac{1}{M_s} \left(\frac{2}{3} \right) \left(\frac{V h_n}{L n_f} \right) \left(\frac{1}{A_{col}} \right) < 0.3 * F_y = 0.3 * 50 \text{ ksi}$$

$$= 15 \text{ ksi}$$

(ASCE 41-17 EQN. 4-11)

- $M_s = 1.5$
- $V \text{ (kips)} = 18817$
- $h_n \text{ (ft.)} = 343.5$
- $L \text{ (ft.) (N-S)} = 69$
- $L \text{ (ft.) (E-W)} = 65$
- $n_f \text{ (N-S)} = 4$
- $n_f \text{ (E-W)} = 2$
- $A_{col} \text{ (in.}^2 \text{) (N-S)} = 60.5$
- $A_{col} \text{ (in.}^2 \text{) (E-W)} = 79$
- $p_{ot} \text{ (ksi) (N-S)} = 172.0$
- $p_{ot} \text{ (ksi) (E-W)} = 279.7$
- $p_{otMAX} \text{ (ksi)} = 15$

NON-COMPLIANT**- FLEXURAL STRESS CHECK (CHECKED AT MULTIPLE FLOORS):** (ASCE 41-17 SEC. 4.4.3.9)

$$f_j^{avg} = V_j \frac{1}{M_s} \left(\frac{n_c}{n_c - n_f} \right) \left(\frac{h}{2} \right) \frac{1}{Z} < F_y = 50 \text{ ksi}$$

(ASCE 41-17 EQN. 4-14)

- $M_s = 6$
- $V_j \text{ (kips)} = 18817$
- $n_c \text{ (N-S)} = 24$
- $n_c \text{ (E-W)} = 20$
- $n_f \text{ (N-S)} = 4$
- $n_f \text{ (E-W)} = 2$
- $h \text{ (in.)} = 156$
- $Z_{col} \text{ (in.}^3 \text{) (N-S)} = 16236$
- $Z_{col} \text{ (in.}^3 \text{) (E-W)} = 12152$
- $Z_b \text{ (N-S)} = 10640$

(CONT.)

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**- FLEXURAL STRESS CHECK (CHECKED AT
MULTIPLE FLOORS) (CONT.):****(ASCE 41-17 SEC. 4.4.3.9)**

$$\bullet \quad f_j^{\text{avg}} = V_j \frac{1}{M_s} \left(\frac{n_c}{n_c - n_f} \right) \left(\frac{h}{2} \right) \frac{1}{Z} \leq F_y = 50 \text{ ksi}$$

$$\bullet \quad Z_b \text{ (E-W)} = 8306$$

$$\bullet \quad f_{\text{JAVGcol}} \text{ (ksi) (N-S)} = 18.1$$

$$\bullet \quad f_{\text{JAVGcol}} \text{ (ksi) (E-W)} = 22.4$$

$$\bullet \quad f_{\text{JAVGb}} \text{ (ksi) (N-S)} = 27.6$$

$$\bullet \quad f_{\text{JAVGb}} \text{ (ksi) (E-W)} = 32.7$$

$$\bullet \quad f_{\text{JMAX}} \text{ (ksi)} = 50$$

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iv. Appendix D: Referenced Documents

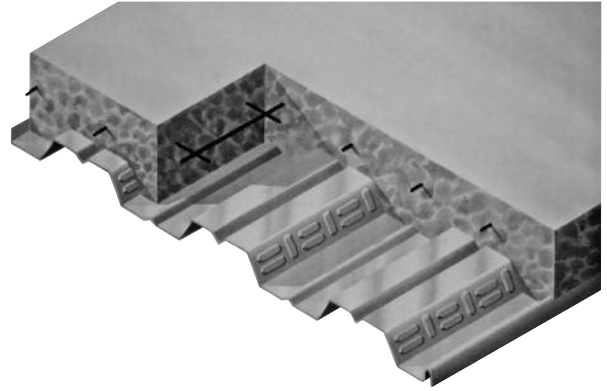
- “ASCE 7-10: Minimum Design Loads for Buildings and Other Structures,” (2010).
- “ASCE 41-17: Seismic Evaluation and Retrofit of Existing Buildings,” (2017).
- “Vulcraft Steel Roof & Floor Deck,” (2008). (see attached)
- “ATC Hazards by Location” (see attached)

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SLAB INFORMATION

Total Slab Depth, in.	Theo. Concrete Volume		Recommended Welded Wire Fabric
	Yd ³ / 100 ft ²	ft ³ / ft ²	
4	0.93	0.250	6x6 - W1.4xW1.4
4 1/2	1.08	0.292	6x6 - W1.4xW1.4
5	1.23	0.333	6x6 - W1.4xW1.4
5 1/4	1.31	0.354	6x6 - W1.4xW1.4
5 1/2	1.39	0.375	6x6 - W2.1xW2.1
6	1.54	0.417	6x6 - W2.1xW2.1
6 1/4	1.62	0.438	6x6 - W2.1xW2.1
6 1/2	1.70	0.458	6x6 - W2.1xW2.1

(N=14.15) LIGHTWEIGHT CONCRETE (110 PCF)

TOTAL SLAB DEPTH	DECK TYPE	SDI Max. Unshored Clear Span			Superimposed Live Load, PSF														
		Clear Span			Clear Span (ft.-in.)														
		1 SPAN	2 SPAN	3 SPAN	6'-0"	6'-6"	7'-0"	7'-6"	8'-0"	8'-6"	9'-0"	9'-6"	10'-0"	10'-6"	11'-0"	11'-6"	12'-0"	12'-6"	13'-0"
4.00 (t=2.00) 30 PSF	2VLI22	8'-1"	10'-3"	10'-7"	238	209	186	167	152	120	108	98	90	82	75	69	64	59	55
	2VLI20	9'-6"	11'-8"	12'-1"	268	235	209	187	169	153	140	129	101	92	84	78	72	66	61
	2VLI19	10'-10"	13'-0"	13'-2"	297	260	230	206	185	168	153	141	130	121	93	86	79	73	68
	2VLI18	11'-7"	13'-7"	13'-7"	324	285	253	227	205	187	171	158	146	136	127	119	92	86	80
	2VLI16	12'-3"	14'-3"	14'-4"	377	330	292	261	235	214	195	179	165	153	143	133	118	98	91
4.50 (t=2.50) 35 PSF	2VLI22	7'-8"	9'-10"	10'-2"	276	243	216	194	155	139	126	114	104	96	88	81	75	69	64
	2VLI20	9'-0"	11'-3"	11'-7"	312	273	243	217	196	178	163	128	117	107	98	90	83	77	72
	2VLI19	10'-3"	12'-5"	12'-9"	346	302	268	239	215	195	178	164	151	118	108	100	92	85	79
	2VLI18	11'-2"	13'-1"	13'-1"	376	331	294	264	238	217	199	183	170	158	147	116	107	100	93
	2VLI16	11'-7"	13'-8"	13'-10"	400	384	340	303	273	248	227	208	192	178	166	155	123	114	106
5.00 (t=3.00) 39 PSF	2VLI22	7'-4"	9'-5"	9'-9"	315	277	247	197	176	159	143	130	119	109	100	92	85	79	73
	2VLI20	8'-7"	10'-9"	11'-2"	355	312	276	248	224	203	161	146	133	122	112	103	95	88	82
	2VLI19	9'-9"	11'-11"	12'-4"	394	345	305	272	245	223	203	187	147	135	124	114	105	97	90
	2VLI18	10'-9"	12'-9"	12'-9"	400	377	335	300	272	247	227	209	193	180	143	132	122	114	106
	2VLI16	11'-0"	13'-1"	13'-5"	400	400	387	346	311	283	258	237	219	203	189	151	140	130	121
5.25 (t=3.25) 42 PSF	2VLI22	7'-2"	9'-3"	9'-7"	334	294	262	209	187	168	152	138	126	116	106	98	90	84	78
	2VLI20	8'-5"	10'-7"	10'-11"	377	331	293	263	237	190	171	155	142	130	119	110	101	94	87
	2VLI19	9'-6"	11'-8"	12'-1"	400	366	324	289	260	236	216	198	156	143	131	121	111	103	95
	2VLI18	10'-6"	12'-7"	12'-7"	400	400	355	319	288	263	241	222	205	191	151	140	130	121	113
	2VLI16	10'-9"	12'-10"	13'-3"	400	400	400	367	330	300	274	252	232	215	173	160	148	138	128
5.50 (t=3.50) 44 PSF	2VLI22	7'-0"	9'-1"	9'-5"	353	311	277	222	198	178	161	147	134	122	113	104	96	89	82
	2VLI20	8'-3"	10'-4"	10'-9"	399	350	310	278	251	201	181	165	150	137	126	116	107	99	92
	2VLI19	9'-4"	11'-6"	11'-10"	400	387	342	306	275	250	228	182	165	151	139	128	118	109	101
	2VLI18	10'-3"	12'-5"	12'-5"	400	400	376	337	305	278	254	234	217	174	160	148	138	128	119
	2VLI16	10'-6"	12'-7"	13'-0"	400	400	400	388	350	317	290	266	246	228	184	170	157	146	136
6.25 (t=4.25) 51 PSF	2VLI22	6'-8"	8'-7"	8'-11"	400	362	291	258	231	208	188	171	156	143	131	121	112	103	96
	2VLI20	7'-9"	9'-10"	10'-2"	400	400	361	323	260	234	211	192	175	160	147	135	125	115	107
	2VLI19	8'-9"	10'-11"	11'-3"	400	400	398	356	320	291	233	212	193	176	162	149	137	127	118
	2VLI18	9'-8"	11'-10"	11'-11"	400	400	400	392	355	323	296	273	220	202	187	173	160	149	139
	2VLI16	9'-11"	12'-0"	12'-5"	400	400	400	400	400	369	337	310	253	232	214	198	183	170	158

Notes: 1. Minimum exterior bearing length required is 2.00 inches. Minimum interior bearing length required is 4.00 inches.

If these minimum lengths are not provided, web crippling must be checked.

2. Always contact Vulcraft when using loads in excess of 200 psf. Such loads often result from concentrated, dynamic, or long term load cases for which reductions due to bond breakage, concrete creep, etc. should be evaluated.

3. All fire rated assemblies are subject to an upper live load limit of 250 psf.

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EXHIBIT G - SEISMIC EVALUATION

LESSOR:  GOVERNMENT

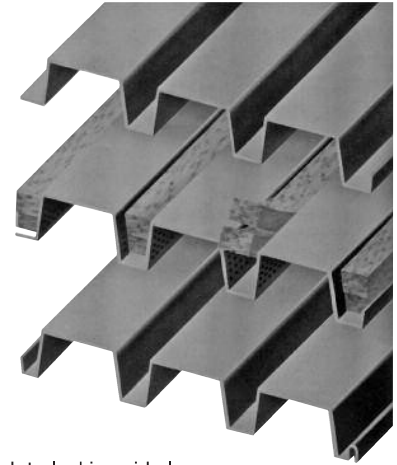
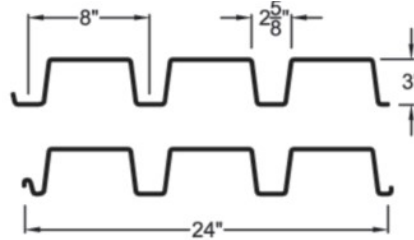
COMPOSITE

VULCRAFT

3 N, NI, NA, NIA

Maximum Sheet Length 42'-0"
Extra Charge for Lengths Under 6'-0"
ICC ESR-3415
FM Global Approved²

ROOF



Interlocking side lap is not drawn to show actual detail.

SECTION PROPERTIES

Deck type	Design thickness in.	W psf	Section Properties				V _a lbs/ft	F _y ksi
			I _p	S _p	I _n	S _n		
			in ⁴ /ft	in ³ /ft	in ⁴ /ft	in ³ /ft		
N22	0.0295	2.26	0.659	0.382	0.884	0.433	2232	33
N20	0.0358	2.71	0.848	0.501	1.079	0.552	3287	33
N19	0.0418	3.15	1.045	0.597	1.260	0.659	4217	33
N18	0.0474	3.56	1.238	0.688	1.430	0.749	4771	33
N16	0.0598	4.46	1.683	0.893	1.807	0.944	5988	33

ACOUSTICAL INFORMATION

Deck Type	Absorption Coefficient						Noise Reduction Coefficient ¹
	125	250	500	1000	2000	4000	
3NA, 3NIA	.18	.39	.88	.93	.58	.39	0.70

¹ Source: Riverbank Acoustical Laboratories.
Test was conducted with 1.50 pcf fiberglass batts and 2 inch polyisocyanurate foam insulation for the SDI.

Acoustical deck (Type 3 NA, NIA) is particularly suitable in structures such as auditoriums, schools and theaters where sound control is desirable. Acoustic perforations are located in the vertical webs where the load carrying properties are negligibly affected (less than 5%).

Inert, non-organic glass fiber sound absorbing batts are placed in the rib openings to absorb up to 70% of the sound striking the deck.

Batts are field installed and may require separation.

VERTICAL LOADS FOR TYPE 3N

No. of Spans	Deck Type	Max. SDI Const. Span	Allowable Total (PSF) / Load Causing Deflection of L/240 or 1 inch (PSF)											
			Span (ft.-in.) ctr to ctr of supports											
			10-0	10-6	11-0	11-6	12-0	12-6	13-0	13-6	14-0	14-6	15-0	
1	N22	11'-7"	50 / 43	46 / 37	42 / 32	38 / 28	35 / 25	32 / 22	30 / 20	28 / 18	26 / 16	24 / 14	22 / 13	
	N20	13'-2"	66 / 56	60 / 48	55 / 42	50 / 37	46 / 32	42 / 28	39 / 25	36 / 23	34 / 20	31 / 18	29 / 16	
	N19	14'-7"	79 / 69	71 / 59	65 / 51	59 / 45	55 / 40	50 / 35	47 / 31	43 / 28	40 / 25	37 / 22	35 / 20	
	N18	15'-11"	91 / 81	82 / 70	75 / 61	69 / 53	63 / 47	58 / 42	54 / 37	50 / 33	46 / 30	43 / 27	40 / 24	
	N16	18'-6"	118 / 110	107 / 95	97 / 83	89 / 73	82 / 64	75 / 56	70 / 50	65 / 45	60 / 40	56 / 36	52 / 33	
2	N22	13'-8"	56 / 122	51 / 105	47 / 92	43 / 80	39 / 71	36 / 62	34 / 55	31 / 50	29 / 44	27 / 40	25 / 36	
	N20	15'-6"	72 / 152	65 / 131	60 / 114	55 / 100	50 / 88	46 / 78	43 / 69	40 / 62	37 / 55	34 / 50	32 / 45	
	N19	16'-11"	86 / 182	78 / 157	71 / 137	65 / 120	60 / 105	55 / 93	51 / 83	47 / 74	44 / 66	41 / 60	38 / 54	
	N18	18'-1"	98 / 211	89 / 182	81 / 158	74 / 139	68 / 122	63 / 108	58 / 96	54 / 86	50 / 77	47 / 69	44 / 62	
	N16	20'-4"	123 / 276	112 / 238	102 / 207	93 / 181	86 / 159	79 / 141	73 / 125	68 / 112	63 / 100	59 / 90	55 / 82	
3	N22	13'-8"	69 / 95	64 / 82	58 / 72	53 / 63	49 / 55	45 / 49	42 / 43	39 / 39	36 / 35			
	N20	15'-6"	90 / 119	81 / 103	74 / 90	68 / 78	63 / 69	58 / 61	53 / 54	50 / 48	46 / 43			
	N19	16'-11"	107 / 143	97 / 123	89 / 107	81 / 94	75 / 83	69 / 73	64 / 65	59 / 58	55 / 52			
	N18	18'-1"	122 / 165	111 / 143	101 / 124	92 / 109	85 / 96	78 / 84	72 / 75	67 / 67	63 / 60			
	N16	20'-4"	154 / 216	139 / 186	127 / 162	116 / 142	107 / 125	99 / 111	91 / 98	85 / 88	79 / 79			

Notes: 1. Minimum exterior bearing length required is 1.50 inches. Minimum interior bearing length required is 3.00 inches.
If these minimum lengths are not provided, web crippling must be checked.

2. FM Global approved numbers and spans available on page 21.

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EXHIBIT G - SEISMIC EVALUATION

LESSOR: VULCRAFT GROUP



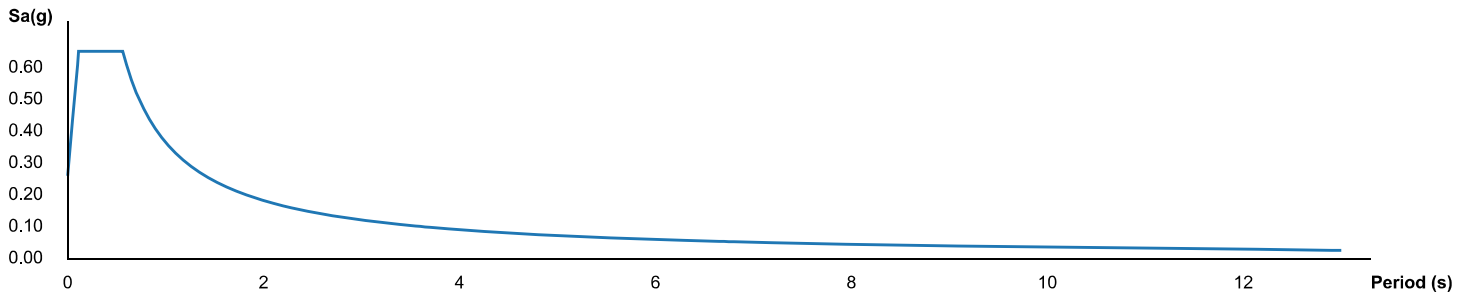
Hazards by Location

Search Information

Coordinates: 38.627542, -90.189933
Elevation: 475 ft
Timestamp: 2020-03-25T02:49:03.586Z
Hazard Type: Seismic
Reference Document: ASCE41-17
Site Class: D
Custom Probability:



Horizontal Response Spectrum - Hazard Level BSE-2N



Hazard Level BSE-2N

Name	Value	Description
SsUH	0.499	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
CR _S	0.909	Coefficient of risk (0.2s)
SsRT	0.454	Probabilistic risk-targeted ground motion (0.2s)
SsD	1.5	Factored deterministic acceleration value (0.2s)
S _S	0.454	MCE _R ground motion (period=0.2s)
F _a	1.437	Site amplification factor at 0.2s
S _{XS}	0.652	Site modified spectral response (0.2s)
S1UH	0.186	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
CR ₁	0.863	Coefficient of risk (1.0s)
S1RT	0.161	Probabilistic risk-targeted ground motion (1.0s)
S1D	0.6	Factored deterministic acceleration value (1.0s)
S ₁	0.161	MCE _R ground motion (period=1.0s)
F _v	2.279	Site amplification factor at 1.0s
S _{X1}	0.366	Site modified spectral response (1.0s)

Hazard Level BSE-1N

Name	Value	Description
S _{XS}	0.435	Site modified spectral response (0.2s)
S _{X1}	0.244	Site modified spectral response (1.0s)

Hazard Level BSE-2E

Name	Value	Description
LEASE NO.	GS-06P-LMO00347	
LESSOR:	GOVERNMENT:	

S _S	0.312	MCE _R ground motion (period=0.2s)
F _a	1.55	Site amplification factor at 0.2s
S _{Xs}	0.484	Site modified spectral response (0.2s)
S ₁	0.115	MCE _R ground motion (period=1.0s)
F _v	2.37	Site amplification factor at 1.0s
S _{X1}	0.273	Site modified spectral response (1.0s)

Hazard Level BSE-1E

Name	Value	Description
S _S	0.114	MCE _R ground motion (period=0.2s)
F _a	1.6	Site amplification factor at 0.2s
S _{Xs}	0.182	Site modified spectral response (0.2s)
S ₁	0.033	MCE _R ground motion (period=1.0s)
F _v	2.4	Site amplification factor at 1.0s
S _{X1}	0.079	Site modified spectral response (1.0s)

T_L Data

Name	Value	Description
T _L	12	Long-period transition period (s)

The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

Disclaimer

Hazard loads are provided by the U.S. Geological Survey [Seismic Design Web Services](#).

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v. Appendix E: ASCE 41-17 Checklists

D20021.00

Metropolitan Building Seismic Tier 1 Evaluation

LEASE NO. GS-06P-LMO00347
EXHIBIT G - SEISMIC EVALUATION

LESSOR:  GOVERNMENT: 

Table 17-2. Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low Seismicity			
Building System—General			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.25% of the height of the shorter building in low seismicity, 0.5% in moderate seismicity, and 1.5% in high seismicity.	5.4.1.2	A.2.1.2
C NC N/A U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure.	5.4.1.3	A.2.1.3
Building System—Building Configuration			
C NC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
C NC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
C NC N/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
C NC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
C NC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6
C NC N/A U	TORSION: The estimated distance between the story center of mass and the story center of rigidity is less than 20% of the building width in either plan dimension.	5.4.2.6	A.2.2.7
Moderate Seismicity (Complete the Following Items in Addition to the Items for Low Seismicity)			
Geologic Site Hazards			
C NC N/A U	LIQUEFACTION: Liquefaction-susceptible, saturated, loose granular soils that could jeopardize the building's seismic performance do not exist in the foundation soils at depths within 50 ft (15.2 m) under the building.	5.4.3.1	A.6.1.1
C NC N/A U	SLOPE FAILURE: The building site is located away from potential earthquake-induced slope failures or rockfalls so that it is unaffected by such failures or is capable of accommodating any predicted movements without failure.	5.4.3.1	A.6.1.2
C NC N/A U	SURFACE FAULT RUPTURE: Surface fault rupture and surface displacement at the building site are not anticipated.	5.4.3.1	A.6.1.3
High Seismicity (Complete the Following Items in Addition to the Items for Moderate Seismicity)			
Foundation Configuration			
C NC N/A U	OVERTURNING: The ratio of the least horizontal dimension of the seismic-force-resisting system at the foundation level to the building height (base/height) is greater than $0.6S_a$.	5.4.3.3	A.6.2.1
C NC N/A U	TIES BETWEEN FOUNDATION ELEMENTS: The foundation has ties adequate to resist seismic forces where footings, piles, and piers are not restrained by beams, slabs, or soils classified as Site Class A, B, or C.	5.4.3.4	A.6.2.2

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-24. Collapse Prevention Structural Checklist for Building Types C2 and C2a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low and Moderate Seismicity			
Seismic-Force-Resisting System			
C NC N/A U	COMPLETE FRAMES: Steel or concrete frames classified as secondary components form a complete vertical-load-carrying system.	5.5.2.5.1	A.3.1.6.1
C NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the concrete shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than the greater of 100 lb/in. ² (0.69 MPa) or $2\sqrt{f'_c}$.	5.5.3.1.1	A.3.2.2.1
C NC N/A U	REINFORCING STEEL: The ratio of reinforcing steel area to gross concrete area is not less than 0.0012 in the vertical direction and 0.0020 in the horizontal direction.	5.5.3.1.3	A.3.2.2.2
Connections			
C NC N/A U	WALL ANCHORAGE AT FLEXIBLE DIAPHRAGMS: Exterior concrete or masonry walls that are dependent on flexible diaphragms for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1
C NC N/A U	TRANSFER TO SHEAR WALLS: Diaphragms are connected for transfer of seismic forces to the shear walls.	5.7.2	A.5.2.1
C NC N/A U	FOUNDATION DOWELS: Wall reinforcement is doweled into the foundation with vertical bars equal in size and spacing to the vertical wall reinforcing directly above the foundation.	5.7.3.4	A.5.3.5
High Seismicity (Complete the Following Items in Addition to the Items for Low and Moderate Seismicity)			
Seismic-Force-Resisting System			
C NC N/A U	DEFLECTION COMPATIBILITY: Secondary components have the shear capacity to develop the flexural strength of the components.	5.5.2.5.2	A.3.1.6.2
C NC N/A U	FLAT SLABS: Flat slabs or plates not part of the seismic-force-resisting system have continuous bottom steel through the column joints.	5.5.2.5.3	A.3.1.6.3
C NC N/A U	COUPLING BEAMS: The ends of both walls to which the coupling beam is attached are supported at each end to resist vertical loads caused by overturning.	5.5.3.2.1	A.3.2.2.3
Diaphragms (Stiff or Flexible)			
C NC N/A U	DIAPHRAGM CONTINUITY: The diaphragms are not composed of split-level floors and do not have expansion joints.	5.6.1.1	A.4.1.1
C NC N/A U	OPENINGS AT SHEAR WALLS: Diaphragm openings immediately adjacent to the shear walls are less than 25% of the wall length.	5.6.1.3	A.4.1.4
Flexible Diaphragms			
C NC N/A U	CROSS TIES: There are continuous cross ties between diaphragm chords.	5.6.1.2	A.4.1.2
C NC N/A U	STRAIGHT SHEATHING: All straight-sheathed diaphragms have aspect ratios less than 2-to-1 in the direction being considered.	5.6.2	A.4.2.1
C NC N/A U	SPANS: All wood diaphragms with spans greater than 24 ft (7.3 m) consist of wood structural panels or diagonal sheathing.	5.6.2	A.4.2.2
C NC N/A U	DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 40 ft (12.2 m) and aspect ratios less than or equal to 4-to-1.	5.6.2	A.4.2.3
C NC N/A U	OTHER DIAPHRAGMS: Diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing.	5.6.5	A.4.7.1
Connections			
C NC N/A U	UPLIFT AT PILE CAPS: Pile caps have top reinforcement, and piles are anchored to the pile caps.	5.7.3.5	A.5.3.8

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-8. Collapse Prevention Structural Checklist for Building Types S1 and S1a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low Seismicity			
Seismic-Force-Resisting System			
Ⓢ NC N/A U	REDUNDANCY: The number of lines of moment frames in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.1.1.1
Ⓢ NC N/A U	DRIFT CHECK: The drift ratio of the steel moment frames, calculated using the Quick Check procedure of Section 4.4.3.1, is less than 0.030.	5.5.2.1.2	A.3.1.3.1
Ⓢ NC N/A U	COLUMN AXIAL STRESS CHECK: The axial stress caused by gravity loads in columns subjected to overturning forces is less than $0.10F_y$. Alternatively, the axial stress caused by overturning forces alone, calculated using the Quick Check procedure of Section 4.4.3.6, is less than $0.30F_y$.	5.5.2.1.3	A.3.1.3.2
Ⓢ NC N/A U	FLEXURAL STRESS CHECK: The average flexural stress in the moment frame columns and beams, calculated using the Quick Check procedure of Section 4.4.3.9, is less than F_y . Columns need not be checked if the strong column–weak beam checklist item is compliant.	5.5.2.1.2	A.3.1.3.3
Connections			
Ⓢ NC N/A U	TRANSFER TO STEEL FRAMES: Diaphragms are connected for transfer of seismic forces to the steel frames.	5.7.2	A.5.2.2
Ⓢ NC N/A U	STEEL COLUMNS: The columns in seismic-force-resisting frames are anchored to the building foundation.	5.7.3.1	A.5.3.1
Moderate Seismicity (Complete the Following Items in Addition to the Items for Low Seismicity)			
Seismic-Force-Resisting System			
Ⓢ NC N/A U	REDUNDANCY: The number of bays of moment frames in each line is greater than or equal to 2.	5.5.1.1	A.3.1.1.1
Ⓢ NC N/A U	INTERFERING WALLS: All concrete and masonry infill walls placed in moment frames are isolated from structural elements.	5.5.2.1.1	A.3.1.2.1
Ⓢ NC N/A U	MOMENT-RESISTING CONNECTIONS: All moment connections can develop the strength of the adjoining members based on the specified minimum yield stress of steel.	5.5.2.2.1	A.3.1.3.4
High Seismicity (Complete the Following Items in Addition to the Items for Low and Moderate Seismicity)			
Seismic-Force-Resisting System			
Ⓢ NC N/A U	MOMENT-RESISTING CONNECTIONS: All moment connections are able to develop the strength of the adjoining members or panel zones based on 110% of the expected yield stress of the steel in accordance with AISC 341, Section A3.2.	5.5.2.2.1	A.3.1.3.4
Ⓢ NC N/A U	PANEL ZONES: All panel zones have the shear capacity to resist the shear demand required to develop 0.8 times the sum of the flexural strengths of the girders framing in at the face of the column.	5.5.2.2.2	A.3.1.3.5
Ⓢ NC N/A U	COLUMN SPLICES: All column splice details located in moment-resisting frames include connection of both flanges and the web.	5.5.2.2.3	A.3.1.3.6
Ⓢ NC N/A U	STRONG COLUMN—WEAK BEAM: The percentage of strong column–weak beam joints in each story of each line of moment frames is greater than 50%.	5.5.2.1.5	A.3.1.3.7
Ⓢ NC N/A U	COMPACT MEMBERS: All frame elements meet section requirements in accordance with AISC 341, Table D1.1, for moderately ductile members.	5.5.2.2.4	A.3.1.3.8
Diaphragms (Stiff or Flexible)			
Ⓢ NC N/A U	OPENINGS AT FRAMES: Diaphragm openings immediately adjacent to the moment frames extend less than 25% of the total frame length.	5.6.1.3	A.4.1.5
Flexible Diaphragms			
Ⓢ NC N/A U	CROSS TIES: There are continuous cross ties between diaphragm chords.	5.6.1.2	A.4.1.2
Ⓢ NC N/A U	STRAIGHT SHEATHING: All straight-sheathed diaphragms have aspect ratios less than 2-to-1 in the direction being considered.	5.6.2	A.4.2.1
Ⓢ NC N/A U	SPANS: All wood diaphragms with spans greater than 24 ft (7.3 m) consist of wood structural panels or diagonal sheathing.	5.6.2	A.4.2.2

continues

Table 17-8 (Continued). Collapse Prevention Structural Checklist for Building Types S1 and S1a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
C NC N/A U	DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 40 ft (12.2 m) and aspect ratios less than or equal to 4-to-1.	5.6.2	A.4.2.3
C NC N/A U	OTHER DIAPHRAGMS: Diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing.	5.6.5	A.4.7.1

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-38. Nonstructural Checklist

Status	Evaluation Statement ^{a,b}	Tier 2 Reference	Commentary Reference
Life Safety Systems			
C NC N/A U	HR—not required; LS—LMH; PR—LMH. FIRE SUPPRESSION PIPING: Fire suppression piping is anchored and braced in accordance with NFPA-13.	13.7.4	A.7.13.1
C NC N/A U	HR—not required; LS—LMH; PR—LMH. FLEXIBLE COUPLINGS: Fire suppression piping has flexible couplings in accordance with NFPA-13.	13.7.4	A.7.13.2
C NC N/A U	HR—not required; LS—LMH; PR—LMH. EMERGENCY POWER: Equipment used to power or control Life Safety systems is anchored or braced.	13.7.7	A.7.12.1
C NC N/A U	HR—not required; LS—LMH; PR—LMH. STAIR AND SMOKE DUCTS: Stair pressurization and smoke control ducts are braced and have flexible connections at seismic joints.	13.7.6	A.7.14.1
C NC N/A U	HR—not required; LS—MH; PR—MH. SPRINKLER CEILING CLEARANCE: Penetrations through panelized ceilings for fire suppression devices provide clearances in accordance with NFPA-13.	13.7.4	A.7.13.3
C NC N/A U	HR—not required; LS—not required; PR—LMH. EMERGENCY LIGHTING: Emergency and egress lighting equipment is anchored or braced.	13.7.9	A.7.3.1
Hazardous Materials			
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. HAZARDOUS MATERIAL EQUIPMENT: Equipment mounted on vibration isolators and containing hazardous material is equipped with restraints or snubbers.	13.7.1	A.7.12.2
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. HAZARDOUS MATERIAL STORAGE: Breakable containers that hold hazardous material, including gas cylinders, are restrained by latched doors, shelf lips, wires, or other methods.	13.8.3	A.7.15.1
C NC N/A U	HR—MH; LS—MH; PR—MH. HAZARDOUS MATERIAL DISTRIBUTION: Piping or ductwork conveying hazardous materials is braced or otherwise protected from damage that would allow hazardous material release.	13.7.3 13.7.5	A.7.13.4
C NC N/A U	HR—MH; LS—MH; PR—MH. SHUTOFF VALVES: Piping containing hazardous material, including natural gas, has shutoff valves or other devices to limit spills or leaks.	13.7.3 13.7.5	A.7.13.3
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. FLEXIBLE COUPLINGS: Hazardous material ductwork and piping, including natural gas piping, have flexible couplings.	13.7.3 13.7.5	A.7.15.4
C NC N/A U	HR—MH; LS—MH; PR—MH. PIPING OR DUCTS CROSSING SEISMIC JOINTS: Piping or ductwork carrying hazardous material that either crosses seismic joints or isolation planes or is connected to independent structures has couplings or other details to accommodate the relative seismic displacements.	13.7.3 13.7.5 13.7.6	A.7.13.6
Partitions			
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. UNREINFORCED MASONRY: Unreinforced masonry or hollow-clay tile partitions are braced at a spacing of at most 10 ft (3.0 m) in Low or Moderate Seismicity, or at most 6 ft (1.8 m) in High Seismicity.	13.6.2	A.7.1.1
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. HEAVY PARTITIONS SUPPORTED BY CEILINGS: The tops of masonry or hollow-clay tile partitions are not laterally supported by an integrated ceiling system.	13.6.2	A.7.2.1
C NC N/A U	HR—not required; LS—MH; PR—MH. DRIFT: Rigid cementitious partitions are detailed to accommodate the following drift ratios: in steel moment frame, concrete moment frame, and wood frame buildings, 0.02; in other buildings, 0.005.	13.6.2	A.7.1.2
C NC N/A U	HR—not required; LS—not required; PR—MH. LIGHT PARTITIONS SUPPORTED BY CEILINGS: The tops of gypsum board partitions are not laterally supported by an integrated ceiling system.	13.6.2	A.7.2.1
C NC N/A U	HR—not required; LS—not required; PR—MH. STRUCTURAL SEPARATIONS: Partitions that cross structural separations have seismic or control joints.	13.6.2	A.7.1.3

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 LESSOR: 

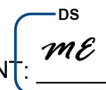
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 GOVERNMENT: 

Table 17-38 (Continued). Nonstructural Checklist

Status	Evaluation Statement ^{a,b}	Tier 2 Reference	Commentary Reference
C NC N/A U	HR—not required; LS—not required; PR—MH. TOPS: The tops of ceiling-high framed or panelized partitions have lateral bracing to the structure at a spacing equal to or less than 6 ft (1.8 m).	13.6.2	A.7.1.4
Ceilings			
C NC N/A U	HR—H; LS—MH; PR—LMH. SUSPENDED LATH AND PLASTER: Suspended lath and plaster ceilings have attachments that resist seismic forces for every 12 ft ² (1.1 m ²) of area.	13.6.4	A.7.2.3
C NC N/A U	HR—not required; LS—MH; PR—LMH. SUSPENDED GYPSUM BOARD: Suspended gypsum board ceilings have attachments that resist seismic forces for every 12 ft ² (1.1 m ²) of area.	13.6.4	A.7.2.3
C NC N/A U	HR—not required; LS—not required; PR—MH. INTEGRATED CEILINGS: Integrated suspended ceilings with continuous areas greater than 144 ft ² (13.4 m ²) and ceilings of smaller areas that are not surrounded by restraining partitions are laterally restrained at a spacing no greater than 12 ft (3.6 m) with members attached to the structure above. Each restraint location has a minimum of four diagonal wires and compression struts, or diagonal members capable of resisting compression.	13.6.4	A.7.2.2
C NC N/A U	HR—not required; LS—not required; PR—MH. EDGE CLEARANCE: The free edges of integrated suspended ceilings with continuous areas greater than 144 ft ² (13.4 m ²) have clearances from the enclosing wall or partition of at least the following: in Moderate Seismicity, 1/2 in. (13 mm); in High Seismicity, 3/4 in. (19 mm).	13.6.4	A.7.2.4
C NC N/A U	HR—not required; LS—not required; PR—MH. CONTINUITY ACROSS STRUCTURE JOINTS: The ceiling system does not cross any seismic joint and is not attached to multiple independent structures.	13.6.4	A.7.2.5
C NC N/A U	HR—not required; LS—not required; PR—H. EDGE SUPPORT: The free edges of integrated suspended ceilings with continuous areas greater than 144 ft ² (13.4 m ²) are supported by closure angles or channels not less than 2 in. (51 mm) wide.	13.6.4	A.7.2.6
C NC N/A U	HR—not required; LS—not required; PR—H. SEISMIC JOINTS: Acoustical tile or lay-in panel ceilings have seismic separation joints such that each continuous portion of the ceiling is no more than 2,500 ft ² (232.3 m ²) and has a ratio of long-to-short dimension no more than 4-to-1.	13.6.4	A.7.2.7
Light Fixtures			
C NC N/A U	HR—not required; LS—MH; PR—MH. INDEPENDENT SUPPORT: Light fixtures that weigh more per square foot than the ceiling they penetrate are supported independent of the grid ceiling suspension system by a minimum of two wires at diagonally opposite corners of each fixture.	13.6.4 13.7.9	A.7.3.2
C NC N/A U	HR—not required; LS—not required; PR—H. PENDANT SUPPORTS: Light fixtures on pendant supports are attached at a spacing equal to or less than 6 ft. Unbraced suspended fixtures are free to allow a 360-degree range of motion at an angle not less than 45 degrees from horizontal without contacting adjacent components. Alternatively, if rigidly supported and/or braced, they are free to move with the structure to which they are attached without damaging adjoining components. Additionally, the connection to the structure is capable of accommodating the movement without failure.	13.7.9	A.7.3.3
C NC N/A U	HR—not required; LS—not required; PR—H. LENS COVERS: Lens covers on light fixtures are attached with safety devices.	13.7.9	A.7.3.4
Cladding and Glazing			
C NC N/A U	HR—MH; LS—MH; PR—MH. CLADDING ANCHORS: Cladding components weighing more than 10 lb/ft ² (0.48 kN/m ²) are mechanically anchored to the structure at a spacing equal to or less than the following: for Life Safety in Moderate Seismicity, 6 ft (1.8 m); for Life Safety in High Seismicity and for Position Retention in any seismicity, 4 ft (1.2 m)	13.6.1	A.7.4.1

continues

Table 17-38 (Continued). Nonstructural Checklist

Status	Evaluation Statement ^{a,b}	Tier 2 Reference	Commentary Reference
C NC N/A U	HR—not required; LS—MH; PR—MH. CLADDING ISOLATION: For steel or concrete moment-frame buildings, panel connections are detailed to accommodate a story drift ratio by the use of rods attached to framing with oversize holes or slotted holes of at least the following: for Life Safety in Moderate Seismicity, 0.01; for Life Safety in High Seismicity and for Position Retention in any seismicity, 0.02, and the rods have a length-to-diameter ratio of 4.0 or less.	13.6.1	A.7.4.3
C NC N/A U	HR—MH; LS—MH; PR—MH. MULTI-STORY PANELS: For multi-story panels attached at more than one floor level, panel connections are detailed to accommodate a story drift ratio by the use of rods attached to framing with oversize holes or slotted holes of at least the following: for Life Safety in Moderate Seismicity, 0.01; for Life Safety in High Seismicity and for Position Retention in any seismicity, 0.02, and the rods have a length-to-diameter ratio of 4.0 or less.	13.6.1	A.7.4.4
C NC N/A U	HR—not required; LS—MH; PR—MH. THREADED RODS: Threaded rods for panel connections detailed to accommodate drift by bending of the rod have a length-to-diameter ratio greater than 0.06 times the story height in inches for Life Safety in Moderate Seismicity and 0.12 times the story height in inches for Life Safety in High Seismicity and Position Retention in any seismicity.	13.6.1	A.7.4.9
C NC N/A U	HR—MH; LS—MH; PR—MH. PANEL CONNECTIONS: Cladding panels are anchored out of plane with a minimum number of connections for each wall panel, as follows: for Life Safety in Moderate Seismicity, 2 connections; for Life Safety in High Seismicity and for Position Retention in any seismicity, 4 connections.	13.6.1.4	A.7.4.5
C NC N/A U	HR—MH; LS—MH; PR—MH. BEARING CONNECTIONS: Where bearing connections are used, there is a minimum of two bearing connections for each cladding panel.	13.6.1.4	A.7.4.6
C NC N/A U	HR—MH; LS—MH; PR—MH. INSERTS: Where concrete cladding components use inserts, the inserts have positive anchorage or are anchored to reinforcing steel.	13.6.1.4	A.7.4.7
C NC N/A U	HR—not required; LS—MH; PR—MH. OVERHEAD GLAZING: Glazing panes of any size in curtain walls and individual interior or exterior panes more than 16 ft ² (1.5 m ²) in area are laminated annealed or laminated heat-strengthened glass and are detailed to remain in the frame when cracked.	13.6.1.5	A.7.4.8
Masonry Veneer			
C NC N/A U	HR—not required; LS—LMH; PR—LMH. TIES: Masonry veneer is connected to the backup with corrosion-resistant ties. There is a minimum of one tie for every 2-2/3 ft ² (0.25 m ²), and the ties have spacing no greater than the following: for Life Safety in Low or Moderate Seismicity, 36 in. (914 mm); for Life Safety in High Seismicity and for Position Retention in any seismicity, 24 in. (610 mm).	13.6.1.2	A.7.5.1
C NC N/A U	HR—not required; LS—LMH; PR—LMH. SHELF ANGLES: Masonry veneer is supported by shelf angles or other elements at each floor above the ground floor.	13.6.1.2	A.7.5.2
C NC N/A U	HR—not required; LS—LMH; PR—LMH. WEAKENED PLANES: Masonry veneer is anchored to the backup adjacent to weakened planes, such as at the locations of flashing.	13.6.1.2	A.7.5.3
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. UNREINFORCED MASONRY BACKUP: There is no unreinforced masonry backup.	13.6.1.1 13.6.1.2	A.7.7.2
C NC N/A U	HR—not required; LS—MH; PR—MH. STUD TRACKS: For veneer with cold-formed steel stud backup, stud tracks are fastened to the structure at a spacing equal to or less than 24 in. (610 mm) on center.	13.6.1.1 13.6.1.2	A.7.6.1

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Table 17-38 (Continued). Nonstructural Checklist

Status	Evaluation Statement ^{a,b}	Tier 2 Reference	Commentary Reference
C NC N/A U	HR—not required; LS—MH; PR—MH. ANCHORAGE: For veneer with concrete block or masonry backup, the backup is positively anchored to the structure at a horizontal spacing equal to or less than 4 ft along the floors and roof.	13.6.1.1 13.6.1.2	A.7.7.1
C NC N/A U	HR—not required; LS—not required; PR—MH. WEEP HOLES: In veneer anchored to stud walls, the veneer has functioning weep holes and base flashing.	13.6.1.2	A.7.5.6
C NC N/A U	HR—not required; LS—not required; PR—MH. OPENINGS: For veneer with cold-formed-steel stud backup, steel studs frame window and door openings.	13.6.1.1 13.6.1.2	A.7.6.2
Parapets, Cornices, Ornamentation, and Appendages			
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. URM PARAPETS OR CORNICES: Laterally unsupported unreinforced masonry parapets or cornices have height-to-thickness ratios no greater than the following: for Life Safety in Low or Moderate Seismicity, 2.5; for Life Safety in High Seismicity and for Position Retention in any seismicity, 1.5.	13.6.5	A.7.8.1
C NC N/A U	HR—not required; LS—LMH; PR—LMH. CANOPIES: Canopies at building exits are anchored to the structure at a spacing no greater than the following: for Life Safety in Low or Moderate Seismicity, 10 ft (3.0 m); for Life Safety in High Seismicity and for Position Retention in any seismicity, 6 ft (1.8 m).	13.6.6	A.7.8.2
C NC N/A U	HR—H; LS—MH; PR—LMH. CONCRETE PARAPETS: Concrete parapets with height-to-thickness ratios greater than 2.5 have vertical reinforcement.	13.6.5	A.7.8.3
C NC N/A U	HR—MH; LS—MH; PR—LMH. APPENDAGES: Cornices, parapets, signs, and other ornamentation or appendages that extend above the highest point of anchorage to the structure or cantilever from components are reinforced and anchored to the structural system at a spacing equal to or less than 6 ft (1.8 m). This evaluation statement item does not apply to parapets or cornices covered by other evaluation statements.	13.6.6	A.7.8.4
Masonry Chimneys			
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. URM CHIMNEYS: Unreinforced masonry chimneys extend above the roof surface no more than the following: for Life Safety in Low or Moderate Seismicity, 3 times the least dimension of the chimney; for Life Safety in High Seismicity and for Position Retention in any seismicity, 2 times the least dimension of the chimney.	13.6.7	A.7.9.1
C NC N/A U	HR—LMH; LS—LMH; PR—LMH. ANCHORAGE: Masonry chimneys are anchored at each floor level, at the topmost ceiling level, and at the roof.	13.6.7	A.7.9.2
Stairs			
C NC N/A U	HR—not required; LS—LMH; PR—LMH. STAIR ENCLOSURES: Hollow-clay tile or unreinforced masonry walls around stair enclosures are restrained out of plane and have height-to-thickness ratios not greater than the following: for Life Safety in Low or Moderate Seismicity, 15-to-1; for Life Safety in High Seismicity and for Position Retention in any seismicity, 12-to-1.	13.6.2 13.6.8	A.7.10.1
C NC N/A U	HR—not required; LS—LMH; PR—LMH. STAIR DETAILS: The connection between the stairs and the structure does not rely on post-installed anchors in concrete or masonry, and the stair details are capable of accommodating the drift calculated using the Quick Check procedure of Section 4.4.3.1 for moment-frame structures or 0.5 in. for all other structures without including any lateral stiffness contribution from the stairs.	13.6.8	A.7.10.2
Contents and Furnishings			
C NC N/A U	HR—LMH; LS—MH; PR—MH. INDUSTRIAL STORAGE RACKS: Industrial storage racks or pallet racks more than 12 ft high meet the requirements of ANSI/RMI MH 16.1 as modified by ASCE 7, Chapter 15.	13.8.1	A.7.11.1

continues

Table 17-38 (Continued). Nonstructural Checklist

Status	Evaluation Statement ^{a,b}	Tier 2 Reference	Commentary Reference
C NC N/A U	HR—not required; LS—H; PR—MH. TALL NARROW CONTENTS: Contents more than 6 ft (1.8 m) high with a height-to-depth or height-to-width ratio greater than 3-to-1 are anchored to the structure or to each other.	13.8.2	A.7.11.2
C NC N/A U	HR—not required; LS—H; PR—H. FALL-PRONE CONTENTS: Equipment, stored items, or other contents weighing more than 20 lb (9.1 kg) whose center of mass is more than 4 ft (1.2 m) above the adjacent floor level are braced or otherwise restrained.	13.8.2	A.7.11.3
C NC N/A U	HR—not required; LS—not required; PR—MH. ACCESS FLOORS: Access floors more than 9 in. (229 mm) high are braced.	13.6.10	A.7.11.4
C NC N/A U	HR—not required; LS—not required; PR—MH. EQUIPMENT ON ACCESS FLOORS: Equipment and other contents supported by access floor systems are anchored or braced to the structure independent of the access floor.	13.7.7 13.6.10	A.7.11.5
C NC N/A U	HR—not required; LS—not required; PR—H. SUSPENDED CONTENTS: Items suspended without lateral bracing are free to swing from or move with the structure from which they are suspended without damaging themselves or adjoining components.	13.8.2	A.7.11.6
Mechanical and Electrical Equipment			
U NC N/A U	HR—not required; LS—H; PR—H. FALL-PRONE EQUIPMENT: Equipment weighing more than 20 lb (9.1 kg) whose center of mass is more than 4 ft (1.2 m) above the adjacent floor level, and which is not in-line equipment, is braced.	13.7.1 13.7.7	A.7.12.4
U NC N/A U	HR—not required; LS—H; PR—H. IN-LINE EQUIPMENT: Equipment installed in line with a duct or piping system, with an operating weight more than 75 lb (34.0 kg), is supported and laterally braced independent of the duct or piping system.	13.7.1	A.7.12.5
U NC N/A U	HR—not required; LS—H; PR—MH. TALL NARROW EQUIPMENT: Equipment more than 6 ft (1.8 m) high with a height-to-depth or height-to-width ratio greater than 3-to-1 is anchored to the floor slab or adjacent structural walls.	13.7.1 13.7.7	A.7.12.6
C NC N/A U	HR—not required; LS—not required; PR—MH. MECHANICAL DOORS: Mechanically operated doors are detailed to operate at a story drift ratio of 0.01.	13.6.9	A.7.12.7
C NC N/A U	HR—not required; LS—not required; PR—H. SUSPENDED EQUIPMENT: Equipment suspended without lateral bracing is free to swing from or move with the structure from which it is suspended without damaging itself or adjoining components.	13.7.1 13.7.7	A.7.12.8
C NC N/A U	HR—not required; LS—not required; PR—H. VIBRATION ISOLATORS: Equipment mounted on vibration isolators is equipped with horizontal restraints or snubbers and with vertical restraints to resist overturning.	13.7.1	A.7.12.9
C NC N/A U	HR—not required; LS—not required; PR—H. HEAVY EQUIPMENT: Floor-supported or platform-supported equipment weighing more than 400 lb (181.4 kg) is anchored to the structure.	13.7.1 13.7.7	A.7.12.10
C NC N/A U	HR—not required; LS—not required; PR—H. ELECTRICAL EQUIPMENT: Electrical equipment is laterally braced to the structure.	13.7.7	A.7.12.11
C NC N/A U	HR—not required; LS—not required; PR—H. CONDUIT COUPLINGS: Conduit greater than 2.5 in. (64 mm) trade size that is attached to panels, cabinets, or other equipment and is subject to relative seismic displacement has flexible couplings or connections.	13.7.8	A.7.12.12
Piping			
C NC N/A U	HR—not required; LS—not required; PR—H. FLEXIBLE COUPLINGS: Fluid and gas piping has flexible couplings.	13.7.3 13.7.5	A.7.13.2

continues

Table 17-38 (Continued). Nonstructural Checklist

Status	Evaluation Statement ^{a,b}	Tier 2 Reference	Commentary Reference
C NC N/A U	HR—not required; LS—not required; PR—H. FLUID AND GAS PIPING: Fluid and gas piping is anchored and braced to the structure to limit spills or leaks.	13.7.3 13.7.5	A.7.13.4
C NC N/A U	HR—not required; LS—not required; PR—H. C-CLAMPS: One-sided C-clamps that support piping larger than 2.5 in. (64 mm) in diameter are restrained.	13.7.3 13.7.5	A.7.13.5
C NC N/A U	HR—not required; LS—not required; PR—H. PIPING CROSSING SEISMIC JOINTS: Piping that crosses seismic joints or isolation planes or is connected to independent structures has couplings or other details to accommodate the relative seismic displacements.	13.7.3 13.7.5	A.7.13.6
Ducts			
C NC N/A U	HR—not required; LS—not required; PR—H. DUCT BRACING: Rectangular ductwork larger than 6 ft ² (0.56 m ²) in cross-sectional area and round ducts larger than 28 in. (711 mm) in diameter are braced. The maximum spacing of transverse bracing does not exceed 30 ft (9.2 m). The maximum spacing of longitudinal bracing does not exceed 60 ft (18.3 m).	13.7.6	A.7.14.2
C NC N/A U	HR—not required; LS—not required; PR—H. DUCT SUPPORT: Ducts are not supported by piping or electrical conduit.	13.7.6	A.7.14.3
C NC N/A U	HR—not required; LS—not required; PR—H. DUCTS CROSSING SEISMIC JOINTS: Ducts that cross seismic joints or isolation planes or are connected to independent structures have couplings or other details to accommodate the relative seismic displacements.	13.7.6	A.7.14.4
Elevators			
C NC N/A U	HR—not required; LS—H; PR—H. RETAINER GUARDS: Sheaves and drums have cable retainer guards.	13.7.11	A.7.16.1
C NC N/A U	HR—not required; LS—H; PR—H. RETAINER PLATE: A retainer plate is present at the top and bottom of both car and counterweight.	13.7.11	A.7.16.2
C NC N/A U	HR—not required; LS—not required; PR—H. ELEVATOR EQUIPMENT: Equipment, piping, and other components that are part of the elevator system are anchored.	13.7.11	A.7.16.3
C NC N/A U	HR—not required; LS—not required; PR—H. SEISMIC SWITCH: Elevators capable of operating at speeds of 150 ft/min (0.30 m/min) or faster are equipped with seismic switches that meet the requirements of ASME A17.1 or have trigger levels set to 20% of the acceleration of gravity at the base of the structure and 50% of the acceleration of gravity in other locations.	13.7.11	A.7.16.4
C NC N/A U	HR—not required; LS—not required; PR—H. SHAFT WALLS: Elevator shaft walls are anchored and reinforced to prevent toppling into the shaft during strong shaking.	13.7.11	A.7.16.5
C NC N/A U	HR—not required; LS—not required; PR—H. COUNTERWEIGHT RAILS: All counterweight rails and divider beams are sized in accordance with ASME A17.1.	13.7.11	A.7.16.6
C NC N/A U	HR—not required; LS—not required; PR—H. BRACKETS: The brackets that tie the car rails and the counterweight rail to the structure are sized in accordance with ASME A17.1.	13.7.11	A.7.16.7
C NC N/A U	HR—not required; LS—not required; PR—H. SPREADER BRACKET: Spreader brackets are not used to resist seismic forces.	13.7.11	A.7.16.8
C NC N/A U	HR—not required; LS—not required; PR—H. GO-SLOW ELEVATORS: The building has a go-slow elevator system.	13.7.11	A.7.16.9

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

^a Performance Level: HR = Hazards Reduced, LS = Life Safety, and PR = Position Retention.

^b Level of Seismicity: L = Low, M = Moderate, and H = High.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-1	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	552.270-	SYSTEM FOR AWARD MANAGEMENT - LEASING
	18	52.204-1	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-1	PROPOSALS FOR ADJUSTMENT
	31		HANGES
AUDITS	32	552.215-	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

DISPUTES	34	52.233	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM
			REREPRESENTATION
	38	52.222-	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-3	EQUAL OPPORTUNITY FOR WORKERS WITH
			DISABILITIES
	40	52.222-	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209	PROTECTING THE GOVERNMENT'S INTEREST WHEN
			SUBCONTRACTING WITH CONTRACTORS DEBARRED,
			SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING
			DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-1	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-
			TIER SUBCONTRACT AWARDS
OTHER	47	52.204-2	PROHIBITION ON CONTRACTING FOR CERTAIN
			TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
			SERVICES OR EQUIPMENT
	48	552.204-7	REPRESENTATION REGARDING CERTAIN
			TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
			SERVICES OR EQUIPMENT
	49	52.204-19	INCORPORATION BY REFERENCE OF
			REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-1 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-2 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-2 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270- PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first

business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for

purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 201)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 552.270-3 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

19. 552.270-3 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1 Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

23. 52.203-13

CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days

or more.)

This clause is incorporated by reference.

24. 552.270-32

COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *ona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 NTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

26. 52.223- RUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Obtain from

Poster(s)

GSA Office of Inspector General "FRAUDNET HOTLINE"

Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215- PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)

*This clause is incorporated by reference.***30. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)***This clause is incorporated by reference.*

31. CHANGES (MAR 20)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUL 2016)

This clause is incorporated by reference.

33. 52.215 UDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

38. 52.222- EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

- (b) **Equal opportunity clause.** The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5 a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) **Subcontracts.** The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(Applicable to leases over \$15,000 total contract value.)

- (a) **Equal opportunity clause.** The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) **Subcontracts.** The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

41. 52.209- PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

leases over \$35,000 total contract value.)

(Applicable to

This clause is incorporated by reference.

42. 52.215-1 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)

(Applicable if over \$750,000 total contract value.)

This clause is incorporated by reference.

43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) ALTERNATE III (JAN 2017)

(Applicable to leases over \$700,000 total contract value.)

This clause is incorporated by reference.

45. 52.219- LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$700,000 total contract value.)

This clause is incorporated by reference.

46. 52.204-1 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)

(Applicable if over \$30,000 total contract value.)

*This clause is incorporated by reference.***47. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)**

(a) Definitions. As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means –

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

48. 552.204-7 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) *Definitions.* As used in this clause-

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror or Contractor represents that it [] will or [] will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

49. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).

This clause is incorporated by reference

Certificate Of Completion

Envelope Id: 86E68B156613465F9BACE78C75983E21

Status: Completed

Subject: Please DocuSign: Lease GS-06P-LMO00347.pdf

Source Envelope:

Document Pages: 143

Signatures: 3

(b) (4)

Certificate Pages: 4

Initials: 284

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Record Tracking

Status: Original

Holder: (b) (4)

Location: DocuSign

6/19/2020 6:30:36 PM

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: US General Services Administration

Location: DocuSign

(b) (4)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events		
Bruce Keyes bruce.keyes@gsa.gov Senior Transaction Manager Cushman & Wakefield Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/19/2020 7:14:21 PM
Joseph Brennan joseph.brennan@am.jll.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/19/2020 7:14:22 PM
Robert MacKichan Robert.MacKichan@hklaw.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/19/2020 7:14:22 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/19/2020 7:57:38 PM
Certified Delivered	Security Checked	6/22/2020 9:10:39 PM
Signing Complete	Security Checked	6/23/2020 2:40:15 PM
Completed	Security Checked	6/23/2020 2:40:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ESIGN DISCLOSURES AND CONSENT

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ('Required Information'). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information.

After you have read this information, if you agree to receive Required Information from us electronically, and if you agree to the general use of electronic records and electronic signatures in connection with our relationship, please click the 'I ACCEPT' button below.

Statement of electronic disclosures:

You may request to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, we cannot proceed with the acceptance and processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent we will not be able to continue processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic disclosures, that consent applies to all Required Information we give you or receive from you in connection with our relationship and the associated notices, disclosures, and other documents.

You agree to print out or download Required Information when we advise you to do so and keep it for your records. If you are unable to print or download any Required Information, you may call us and request paper copies. If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver Required Information electronically, you may request a paper copy of the Required Information by calling us.

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the Required Information to be sent to you by calling us.

Your consent does not mean that we must provide the Required Information electronically. We may to, at our option, deliver Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

I have read the information about the use of electronic records, disclosures, notices, and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I have been able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.